2226

SUPREME COURT OF THE UNITED STATES.

No. 162.

JOHN D. WOLFE, EXECUTOR, & MARIA D. L. RONALDS, EXECUTRIX OF THOMAS A. RONALDS, DECEASED, APPELLANTS,

vs.

JOHN H. LEWIS.

APPEAL FROM THE DISTRICT COURT UNITED STATES FOR THE NORTHERN DISTRICT OF ALABAMA.

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THE UNITED STATES OF AMERICA,

Pleas had at a Term of the District Court of the United States for the Northern District of Alabama, begun and held at the court-house, in the town of Huntsville, in said District, on the second Monday (being the fourteenth day) of May, in the year of our Lord one thousand eight hundred and fifty-five and of the Independence of the United States of America the seventy ninth.

Present, the Hon. John Gayle, Judge of said District Court.

JOHN D. WOLFE, and MARIA D. L. RONALDS, Ex'r. & Ex'x. &c. of THOMAS A. RONALDS, dec'd,
10 vs.
BARTLEY COX.

Be it remembered that heretofore, to wit, on the fifteenth day of November, in the year of our Lord, one thousand eight hundred and forty-one, was filed in the office of the Clerk of the District Court of the United States for the Northern District of Alabama, a Bill of Complaint, in the name of John D. Wolfe, Executor, and Maria D. L. Ronalds, Executrix, of the last Will and Testament of Thomas A. Ronalds, deceased, who are citizens of the State of New York, Complainants, against Bartley Cox, who is a citizen of the State of Alabama, residing in the Northern District thereof, Defendant, in the words and figures following, to wit,

(*The Bill of Complaint.*)

"DISTRICT COURT OF THE UNITED STATES,
For the Northern District of Alabama. In Chancery.

To the Honorable William Crawford, Judge of the District Court of the United States for the Northern District of Alabama, in Chancery sitting.

Humbly complaining would represent unto your Honor, your orator John D. Wolfe, and your oratrix, Maria D. L. Ronalds, Executor and Executrix of the last Will and Testament of Thomas A. Ronalds, who are citizens of State of New York, of which said State the said Thomas A. Ronalds was, also in his life-time a citizen that Bartley Cox, who is a citizen of the State of Alabama, residing in the Northern District thereof, being seized in fee and possessed of certain lands and tenements and premises hereinafter mentioned, and being desirous to secure the payment of a promissory note made by said Bartley Cox, who is prayed to be made Defendant hereto, dated on the 4th day of May 1826, and payable eight years after date to Joshua Cox or order, for the sum of twelve thousand dollars, for value received which said note was assigned by said Joshua, to the Testator of these Complainants, did propose to mortgage to the said Testator in his life-time, the said lands and tenements and premises,

of which he was seized in fee, as before mentioned and which said premises, as he alleged, were free from all incumbrances, and these Complainants further show unto your Honor, that the said Testator in his life-time did agree to take and receive the security aforesaid, of the said Bartley Cox, by a certain indenture by way of mortgage, which in due time will be produced in Court, as part of this bill, and bearing date the 28th day of August in the year 1833, made between the said Defendant, of the one part, and the said complainants' Testator, of the other part, reciting the promissory note aforesaid, and further reciting that the aforesaid Testator having agreed to divide the said sum into instalments of equal amounts, the first payable on the 6 day of May 1835, amounting to the sum of fifteen hundred dollars until the whole should be fully paid and satisfied and that the interest on the said sum of twelve thousand or the remaining part of said sum should be paid at the time in which said instalments should become payable, so that the yearly interest accruing on the principal sum remaining due, should be satisfied and discharged, and further reciting that in consideration of such indulgence and extention of time, the said defendant agreed to secure the payment of said instalments and interest by mortgage: It was and is by the said indenture witnessed that for the consideration therein mentioned, and the further sum of one dollar to him, the said Defendant, in hand paid, the said Defendant did grant, bargain, sell, alien, enfeoff and confirm, and by said Indenture did grant, bargin, sell, alien enfeoff and confirm unto the said Thomas A. Ronalds all those several parts or tracts of land, lying and being in the Counties of Limestone and Lawrence, and in the District and State aforesaid, known and designated, as parts of fraction, viz. part of fractional section twelve, and all of fraction thirteen, Township four, Range six west, lying in Limestone County aforesaid, containing by estimate, about three hundred and five acres, they being the same that are known as the Browns Ferry tract, and on which is the Ferry landing, also parts of fraction thirteen and fourteen lying in Lawrence County, in the same Township and Range, being the same on which is located, the south landing of Brown's Ferry, containing by estimate eighty one acres, together with all the tenements, hereditaments and appurtenances in anywise belonging thereunto, with all the hogs, horses, mules, cattle, farming utensils and household and kitchen furniture, with the horse or ferry boat, that may at any time land at said ferry. To have and to hold the same, to him the said, Thomas A. Ronalds, his heirs, executors, administrators and assigns forever upon condition that if the said Bartley Cox should well and truly, pay the said Thomas A. Ronalds, the aforesaid sum of twelve thousand dollars in the manner and by the instalments above and before stipulated, together with the interest thereon, then the said Indenture to be void, otherwise to be of full force and virtue.

These Complainants further shew that said mortgage was duly recorded and proved in the Counties aforesaid, on which said tracts or

parcels of land are situated—These Complainants further represent and shew to your Honor, that the said Bartley Cox has made the following payments and is entitled to the following credits, upon the debt secured by the Indenture aforesaid, viz, the sum of six hundred dollars on the 12th of August 1834; the sum of fifteen hundred dollars on the 15th of May 1835; the sum of twenty eight hundred and eighty dollars, on the 15th Novr. 1836; the sum of one hundred and twenty dollars, on the 1st December 1836; and the sum of three thousand five hundred and seven dollars, on the 9th October 1839; which are all the payments he is entitled to; and that said Respondent has not paid to the said Ronalds in his life-time, nor to these Complainants any other moneys than those herein before set forth, whereby the said Complainants have become entitled to the premises aforesaid, or to so much thereof as will satisfy and pay the balance due said Complainants, according to the intent and meaning of the Indenture aforesaid.

In tender consideration whereof and in as much as your Complainants are entirely remediless by the strict rules of the common law and are only relievable in equity—To the end therefore that the said Bartley Cox may, upon his corporal oath, full, true and perfect answers make to all the allegations in this Bill of Complaint set forth, as fully and distinctly as if they were again repeated and he thereto distinctly interrogated.

Your Complainants pray your Honor to grant them a Writ of Subpœna commanding &c. in order that the said Respondent may be decreed by your Honorable Court, to come to a just and fair account with your Complainants, for the principal and interest now due and owing on the said mortgage as aforesaid, and may pay the same by a short day to be appointed by your Honorable Court, and in default thereof that the said Cox may stand absolutely barred and foreclosed of and from all manner of benefit or advantage of redemption or and that the same may be sold by a decree of your Honorable Court, claim in & to the aforesaid mortgaged premises and every part thereof, and the proceeds thereof be applied to the payment and satisfaction of the aforesaid principal and interest; and your Complainants pray for such other and further relief in the premises as the nature of their case requires and to equity may belong and yr. Complainants will ever pray, &c. JNO. D. WOLFE, *Exr.*
MARIA D. L. RONALDS, *Exrx.*

By their Solicitors, WALLACE & LEWIS."

(*Term of filing Bill.*)

(Endorsed,) "Filed 15th November, 1841.
Test, B. T. MOORE, *Clerk, D. C.*"

And thereupon was issued a Subpœna, in said cause, in the words and figures following, to wit—

(*Subpœna.*)

"The President of the United States of America, to the Marshal of the Northern District of Alabama, greeting:

We command you to summon Bartley Cox, who is a citizen of the State of Alabama, residing in the Northern District thereof, if to be found in your district, to be and appear at the next term of the District Court of the United States of America for the Northern District of Alabama, to be held at the court house, in the town of Huntsville, in said district, on the fourth Monday in November instant, to answer the Bill of Complaint, in Chancery, preferred against him by John D. Wolfe, and Maria D. L. Ronalds, Executor and Executrix of the last will and testament of Thomas A. Ronalds, deceased, who are citizens of the State of New York, a copy of which Bill of Complaint you will deliver to the said Bartley Cox. Herein fail not, and have then and there this precept.

Witness the Hon. William Crawford, Judge of the District Court of the United States of America, for the Northern [L. S.] District aforesaid, this fifteenth day of November, A. D. one thousand eight hundred and forty one, and of American Independence the sixty sixth.

Issued the fifteenth day of November, 1841.

Attest, B. T. MOORE, *Clerk, D. C.*"

(*Marshal's Receipt and Return.*)

"Rec'd. 15 Nov. 1841. Not found in my District, 17th Nov. 1841.
BENJN. PATTESON, *Marshal, N. D. A.*"

And afterwards to wit, on the first day of March, eighteen hundred and forty two, was issued an Ali. Subpœna, in said cause, in the words and figures following, to wit.

(*Ali. Sub.*)

"The President of the United States of America, to the Marshal of the Northern District of Alabama, Greeting:

We command you, as heretofore, to summon Bartley Cox, who is a citizen of the State of Alabama, residing in the Northern District thereof, if to be found in said District, to be and appear at the next Term of the District Court of the United States of America, for the Northern District of Alabama, to be held at the court house, in the town of Huntsville, in said District, on the third Monday in May next, to answer the Bill of Complaint, in Chancery, preferred against him by John D. Wolfe, and Maria D. L. Ronalds, Executor and Executrix of the last Will and Testament of Thomas A. Ronalds, deceased, who are citizens of the State of New York, a copy of which Bill of Complaint, you will deliver to the said Bartley Cox. Herein fail not and have then and there this precept.

Witness the Hon. William Crawford, Judge of the District Court of the United States of America, for the District [L. S.] aforesaid, this first day of March, in the year of our Lord one thousand eight hundred and forty two, and of the Independence of the United States of America the sixty sixth. Issued first day of March 1842.

Attest, B. T. MOORE, *Clerk of said District Court.*"

(*Marshal's Receipt.*)

"Rec'd 9th April 1842. BENJN. PATTESON, *Marshal.*

(*Marshal's Return.*)

Executed 18th April, 1842.

BENJN. PATTESON, *Marshal.*
By his Deputy, JOHN DOE."

And afterward, to wit, on the twenty third day of May, in the year of our Lord one thousand eight hundred and forty two, being a day of a Term of the District Court of the United States for the Northern District of Alabama, begun and held, at the court house in the town of Huntsville, in said District, on the third Monday in said month (May) in the year of our Lord, one thousand eight hundred and forty two, an entry in said cause was made as followeth:

(*Order at May*, 1842, *to Con.*)

"Come the Plaintiffs, by their Attorney, and on their motion, It is ordered that this cause be continued."

And afterward, to wit, on the thirtieth day of November, being a day of a Term of the District Court of the United States, for the Northern District of Alabama, begun and held, at the court house, in the Town of Huntsville, in said District, on the fourth Monday in said month (November) in the year of our Lord, one thousand eight hundred and forty two, an order was made in said cause as followeth.

(*Decree pro con. at Nov.* 1842.)

"Come the Complainants, by their Solicitors, and it appearing to the satisfaction of the Court, that the said Respondent has been duly served with process of subpœna, and has failed to appear and answer said Complainants' Bill, according to the rules and practice of this Court. It is therefore ordered that the said Bill be, and the same is hereby taken as confessed by the said Defendant."

And again on the said day of the term last aforesaid, another order was made in the words following, to wit:

(*Nov.* 1842, *Leave to amend Bill and order to con.*)

"Come the Complainants, by their Solicitors, and on their motion, It is ordered that said Complainants be permitted to file an amended bill in this cause.

And on motion, It is ordered that this cause be continued."

And afterward, to wit, on the thirtieth day of November, in the year of our Lord, one thousand eight hundred and forty three, was filed in the office of the Clerk of the District Court of the United States for the Northern District of Alabama, a Supplemental Bill of Complaint, in said cause, in the words and figures following, to wit:

(*Supplemental Bill of Complt.*)

"DISTRICT COURT OF THE UNITED STATES,

For the Northern District of Alabama. In Chancery.

The Supplemental Bill of John D. Wolfe, Executor, and Maria *L. D.* Ronalds, Executrix of the last Will and Testament of Thomas A. Ronalds, to their original Bill of Complaint, against Bartley Cox, in the Court aforesaid.

Your Complainants, citizens of the State of New York, represent unto your Honor that on the 15th of November 1841, they exhibited their Original Bill of Complaint in your Honorable Court against Bartley Cox, who is a citizen of the State of Alabama residing in the Northern District thereof, for the foreclosure of the Mortgage made by said Defendant to your Complainants' testator, which is fully set forth in their Original Bill, to which your Honor is referred: and the said Defendant being duly served with process for that purpose, has not appeared and answered to the said Original Bill of Complaint filed against him. And your Complainants further shew to your Honor, that according to provisions and stipulations of the Mortgage aforesaid, the last instalment due thereby has become due and payable since the filing of their Original Bill as aforesaid, viz, on the 6th day of May 1842, and your Orators have thereby became entitled to the said instalment, and to the right to foreclose the said Mortgage for the payment of said instalment, all of which will more fully appear from a reference to the said Original Bill and Mortgage which is made a part thereof, and to which this Court is respectfully referred.

To the end therefore that the said Respondent may be compelled and answer to this supplemental as well as the Original Bill in this case, on his corporal oath, these Complainants pray your honor to grant them the writ of subpœna commanding &c. in order that the said Respondent may be decreed by your Honorable Court to come to a just and fair account with your *complaints* for the principal and interest of the instalment aforesaid, now due and owing under and by the mortgage aforesaid and may pay the same by a short day to be appointed by your Honorable Court, and in default thereof that he may stand absolutely barred and foreclose of and from all manner of benefit and advantage of redemption or claim in and to the aforesaid mortgaged premises and every part thereof and that the same may be sold by a decree of your Honorable Court and the proceeds thereof be applied to the payment of the instalment aforesaid, as well as to those due at the filing of the Original Bill of complaint, together with

the interest that may have accrued thereon. And your Complainants will ever pray, &c. JOHN D. WOLFE &
MARIA *L. D.* RONALDS."

By their Solicitors, WALLACE & LEWIS.

(Endorsed,) "Filed 30th Nov. 1843.
Test, B. T. MOORE, *Clk. D. C.*"

And on the said thirtieth day of November, being a day of a Term of the District Court of the United States, for the Northern District of Alabama, begun and held at the court house in the town of Huntsville, in said District, on the fourth Monday in said month (November) in the year of our Lord, one thousand eight hundred and forty-three, an order in said cause was made as followeth:—

(*Nov.* 1843, *Continuance by con.*)

"Come the parties, by their Solicitors, and by their consent, It is ordered that this case be continued.

And afterward, to wit, on the twelfth day of December, in the year of our Lord, one thousand eight hundred and forty three, was filed in the Office of the Clerk of said District Court, the answer of said Defendant, Bartley Cox, to said Original and Supplemental Bills of Complaint, in the words and figures following, to wit.

(*Answer of Defd. to Bill and Supl. Bill.*)

"The answer of Bartley Cox to the Original and Supplemental Bill heretofore filed in the District Court of the United States, for the Northern District of Alabama, against him, by John D. Wolfe, Executor, and Maria *L. D.* Ronalds, Executrix of the last Will and Testament, of Thomas A. Ronalds, deceased, Complainants.

This Respondent, in answer to said original and supplemental bills, says that all the statements and allegations in said bills are true subject to this qualification, to wit, Respondent is entitled to a further credit of six hundred dollars, on said mortgage, being so much money paid thereon to John H. Lewis, the agent and Attorney of said Complainants, as will be seen by an endorsement to that effect on said original mortgage herewith filed marked "A," and prayed to be taken as part of this answer. With this credit and the others set forth in said bills deducted from said indebtedness, he consents that a decree be entered for the residue.

Having fully answered, Respondent prays to be hence dismissed.

B. COX.

THE UNITED STATES OF AMERICA,
Northern District of Alabama.

This day, personally appeared before me Benjamin T. Moore, Clerk of the District Court of the United States of America for the Northern District of Alabama, Bartley Cox, and made oath that the statements contained in the foregoing answer, as of his own knowledge, are true and there stated on the information of others he believes to be true

B. COX.

Subscribed and sworn before me this 12th December 1843.

Test, B. T. MOORE, *Clk.*"

(Endorsed,) "Filed 12th Decr. 1843. Test, B. T. MOORE, *Clk.*"

(*Exhibit A.*)

(Exhibit A. to said Defendant's Answer.)

"Whereas Bartley Cox of Limestone County and State of Alabama, is justly indebted to Thomas A. Ronalds, of the City and State of New York, in the sum of twelve thousand dollars by note under seal, bearing date 4th day of May 1826, and payable (to the order of Joshua Cox, and by him endorsed) eight years after date for twelve thousand dollars, and the said Thomas A. Ronalds having agreed to divide the said sum into instalments of equal amount, the first payable on the 6th day of May, 1835, amounting to the sum of fifteen hundred dollars, and then on each and every succeeding sixth day of May ensuing the sum of fifteen hundred dollars until the whole is fully paid and satisfied—it is also agreed that the interest on the said sum of twelve thousand dollars or the remaining parts of said sum, shall be paid at the time on which said instalments shall become due and payable, so that the yearly interest shall be fully satisfied and discharged, which may accumulate on the principal sum remaining due: In consideration of which indulgence and extension of time on the part of said Thomas A. Ronalds, the said Bartley Cox has agreed to execute to him this mortgage—Now This Indenture made this 28th day of August, in the year of Lord, eighteen hundred and thirty three, between the said Bartley Cox, of the one part, and Thomas A. Ronalds of the other part, Witnesseth, that for and in consideration of the premises and of the further sum of one dollar to him the said Bartley, in hand paid at and before the ensealing and delivering of these presents, the receipt of which is hereby acknowledged, to the said Bartley Cox, this day, granted, bargained, sold, aliened, enfeoffed, and conveyed, and by these presents do grant, bargain, sell, alien, enfeoff and convey unto the said Thomas A. Ronalds, all those several parts and parcels of land, lying and being in the Counties of Limestone and Lawrence and State aforesaid, known and designated as parts of fractions, to wit, part of fractional section twelve and all of fraction thirteen, Township four, Range six, West, lying in Limestone County aforesaid, containing, by estimate, about three hundred and five acres, they being same that are known as the Brown's Ferry tract and on which is the Ferry landing, also parts of fractions thirteen and fourteen lying in Lawrence County, in the same Township and Range, being the same on which is located the south landing of Brown's Ferry, containing by estimate eighty-one acres, together with all the tenements, hereditaments and appurtenances, in anywise belonging thereunto, with all the hogs, horses, mules, cattle, farming utensils and household and kitchen furniture, with the horse or ferry boat that may at any time land at said Ferry.

To have and to hold the same to him the said Thomas A. Ronalds, his heirs, executors, administrators and assigns forever; Upon condition however, that if the said Bartley Cox does well and truly pay the said Thomas A. Ronalds, the aforesaid sum of twelve thousand dollars, in the manner and by the instalments above and before stipulated, together with the interest thereon, then this to be void and of no effect, otherwise to be of full force and virtue.

In witness whereof, the said Bartley Cox has hereunto set his hand and seal the day and year above written.

[SEAL.] BARTLEY COX.

On the 2nd side the words at the top line "unto the said Thomas A. Ronalds" and the words "or ferry" on same side between 12 and 13th lines, interlined before, signed.

A. HUTCHISON,
JNO. P. GRAHAM.

THE STATE OF ALABAMA,
Limestone County.

Personally appeared before me, Robert Austin, Jr., Clerk of the County Court of the County aforesaid, Bartley Cox, whose name is signed to the foregoing Deed of Mortgage, and acknowledged, that he signed, sealed and delivered the same for the purposes therein named on the day of its date.

Given under my hand and seal, this 30th day of August, 1833.

[SEAL.] ROBERT AUSTIN, Jr.

I, Robert Austin, Jr., Clerk of the County Court of the County of Limestone and State of Alabama, do hereby certify that the foregoing deed of mortgage from Bartley Cox to Thomas A. Ronalds, was deposited in my office to be recorded the 30th day of August, 1833, which is duly done in Deed Book No. 4, pages 435 and 6.

Test, ROBERT AUSTIN, Jr., *Clk.*

STATE OF ALABAMA,
Lawrence County.

I, John Gregg, Clerk of the County Court for the County aforesaid, do hereby certify that the foregoing Deed was deposited in my office for registration on the 30th day of September, 1833, and was recorded accordingly on the 17th day of October, 1833, in Deed Book F. Pages 83, 84 and 85.

In testimony whereof, I have hereunto set my hand, at office, the 17th day of October, 1833.

JOHN GREGG, *Clerk.*"

(Endorsed,) "Huntsville, August 12, 1834—Recd. of Bartley Cox, on acc. of interest on this covenant six hundred dollars, order on R. Frain, $600.

J. H. LEWIS.

May 4th, 1835. Credit the within by fifteen hundred dollars by draft on Murrah and Gamble, dated 12th April, 1835.

J. H. LEWIS.

15 Nov. 1836. Recd. on acc. of the within, two thousand eight hundred and eighty dollars, say one thousand and five dollars, draft on Martin, Pleasants & Co., and the residue in money.

JOHN H. LEWIS.

Having authorized Mr. Ronalds to draw on me for one hundred and twenty dollars more than the above, 2880—the same is hereby credited B. Cox, he having paid the same by credit on his books for sales of salt—Dec. 21, 1837. J. H. LEWIS.

Octr. 9, 1839. Recd. of Bartley Cox on the within mortgage, thirty-five hundred and seven dollars on the within mortgage.

J. H. LEWIS.

Dec. 11th, 1839. Recd. of B. Cox, six hundred dollars on the within mortgage. J. H. LEWIS."

And now afterward, to wit, on the twenty third day of May, being a day of a term of the District Court of the United States for the Northern District of Alabama, begun and held at the court house in the Town of Huntsville, in said District, on the third Monday in said month (May) in the year of our Lord, one thousand eight hundred and forty-four, a final Decree in said cause was rendered in the words and figures following, to wit:—

(*Final Decree at May*, 1844. *E. Hansbrough appd. Master to sell, &c.*)

"This cause came on to be heard at this term, and was argued by counsel, and thereupon, upon consideration thereof, It was ordered, adjudged and decreed as follows, viz., that all and singular the several and respective mortgaged premises mentioned and described in the Complaintants' bill of Complaint, with the appurtenances be sold at public auction, to the highest bidder, by and under the direction of Elijah Hansbrough, who is appointed a Master in Chancery for that purpose, the said master giving thirty days notice in a public newspaper printed in the town of Huntsville, which said mortgaged premises are described as follows, viz., part of fractional section twelve, and all of fraction thirteen, Township four, Range six, west, lying in Limestone County and State aforesaid, containing by estimate about three hundred and five acres, they being the same that is known as the Brown's Ferry tract and in which is the Ferry Landing, also parts of fractions thirteen and fourteen, lying in Lawrence County and State aforesaid, in the same township and range, being the same, on which is located the south landing of Brown's

Ferry, containing by estimate, eighty one acres, together with all the tenements and appurtenances in any wise belonging thereto, together with all the hogs, horses, mules, cattle, farming utensils, household and kitchen furniture, and the horse or ferry boat that may be used at said Ferry.

And it is further ordered, adjudged and decreed that the said Master sell the foregoing described premises and personal property, or so much thereof as will satisfy and pay the amount secured by and yet due, under said mortgage, viz., the sum of ten thousand and seventy-seven $\frac{68}{100}$ dollars, with interest thereon to the time of sale, and that said Master execute a deed of the same to the purchaser or purchasers thereof, and that he bring the money arising from the sale thereof, into this Court, at its next regular Term, viz., in Novr. 1844.

(*Order for payment of costs.*)

And, It is further ordered, adjudged and decreed, that out of the money arising from such sale, the said Master pay all the costs in this cause, and that after the payment of said costs and the amount due as aforesaid to said Complainants, the residue, if any there shall be, of the said moneys, be paid to the Defendant, Bartley Cox."

And afterward, to wit, on the twenty-fourth day of November, being a day of a Term of the District Court of the United States for the Northern District of Alabama, begun and held at the court house in the town of Huntsville, in said District, on the fourth Monday in said month (November) in the year of our Lord, one thousand eight hundred and forty-seven, an order in said cause was made in the words and figures following, to wit:—

(*Order appointing B. Patteson, Comr. to carry into effect, decree of May*, 1844.)

"Come the Complainants, by their Solicitors, and it appearing to the satisfaction of the Court that the decree entered in this cause, at the May Term thereof, in the year eighteen hundred and forty-four, has not been carried into effect—It is now on motion of said Complainants' Solicitors ordered that Benjamin Patteson be appointed a commissioner to execute the decree aforesaid, and that he bring the moneys arising from the sale of the property specified in said decree, into this Court, at the next Regular Term thereof."

And afterward to wit, on the thirteenth day of November, in the year of our Lord, one thousand eight hundred and forty-eight was filed in the office of the Clerk of the District Court of the United States for the Northern District of Alabama, a report of Benjamin Patteson who at the Nov. Term, eighteen hundred and forty-seven, was appointed to carry into effect the decree of said Court rendered at the May Term, eighteen hundred and forty-four, in the words and figures following, to wit:—

(*Report of Comr. B. P.*)

"In the District Court of the United States of America, for the Northern District of Alabama, at Huntsville.

JOHN D. WOLFE, Ex'r. and MARIA D. L. RONALDS, Ex'x. of THOMAS A. RONALDS, dec'd. vs. BARTLEY COX. — In Chancery.

I, Benjamin Patteson, appointed a Commissioner at the last term of the District Court aforesaid, to execute the decree, in this cause, which before that time had been rendered, and to bring into this Court, at the next term thereafter the moneys arising from the sale of the property specified in said decree, do hereby report that the said defendant, Bartley Cox, has paid to me, without a sale of any portion of the property specified as aforesaid, the balance due from him, according to said decree, after deducting therefrom the payments made by the said defendant, to John H. Lewis and James H. Thomas, solicitors of the said complainants made previous to my appointment, as Commissioner as aforesaid, that the said balance amounts to the sum of eight thousand three hundred and eighteen dollars and forty-seven cents, which is now here subject to the use of this Hon. Court.

I also file herewith a statement marked A. showing the date of the decree aforesaid and the amount thereof, together with a calculation of the interest thereon and of the payments made thereon by said defendant, when made and to whom made.

All of which is respectfully submitted.

BENJAMIN PATTESON, *Commissioner.*"

(Endorsed,) "Filed 13 Nov. 1848.

Test, B. T. MOORE, *Clk.*"

(*Exhibit A.*)

(Exhibit A, accompanying said report.)

"JOHN D. WOLFE, Ex'r. and MARIA *L. D.* RONALDS, Ex'x. of THOMAS A. RONALDS, dec'd. vs. BARTLEY COX. — In the District Court of the United States, for the Northern District of Alabama.

1844. Exhibit A.

May 23.	To amount of decree this day - -	$10077.68
	"interest to June 10, 1844 - - -	40.31
		10117.99
	Cr.	
June 10.	By cash on acct. - - - - -	1075.72
		9042.27
	To interest to Sep. 12, 1844 - -	176.80

			9219.07
Sep. 12.	By cash on acct. - - - -		881.99
			8337.08
	To interest to December 8, 1844 -		159.35
			8496.43
Dec. 8.	By cash on acct. - - - -		1130.33
			7366.10
	To interest to April 10, 1845 - -		199.69
			7565.79
1845.			
Apl. 10.	By cash on acct. - - - -		404.
			7161.79
	To interest to August 24, '45 - -		213.27
			7375.06
Augt. 24.	By cash on acc. - - - -		500.
			6875.06
	To interest to January 3, '48 - -		1298.61
	Amt. forward -		$8173.67
1848.	To amount brought forward. - -		$8173.67
Jany. 3.	By cash on acct. - - - -		1303.40
			6870.27
Jany. 3.	By cash on acct. - - - -		250.
			6620.27
	To interest to Febry. 5, 1848 - -		91.21
			6711.48
Feb. 5.	By cash on acct. - - - -		305.60
			6405.88
	To interest to Febry. 11, '48 - -		8.55
			6414.43
Feb. 11.	By cash on acct. - - - -		142.10
			6272.33
	To interest to March 13, '48. - -		46.

	Amount brought forward, -	6318.33
March 13.	By cash on acct. - - - - -	5327.68
		$990.65
	By interest on $18 for 8 months -	96
		$989.69

1848. *Received by B. Patteson.* 1844. *Recd. by John H. Lewis.*

Jany. 3,	$1553.40	June 10,	$1075.72	
Feby. 5,	305.60	Sep. 12,	881.99	
" 11,	142.10	Dec. 8,	1130.33	James H. Thomas
		1845.		
Mch. 13,	5327.68	Apl. 10,	404.	
" "	989.69	Augt. 24,	500.	
	$8318.47		$3992.04"	

(Endorsed,) "Filed 13 Nov. 1848.

Test, B. T. MOORE, *Clk. D. C.*"

And afterward to wit, on the first day of December, being a day of a Term of the District Court of the United States for the Northern District of Alabama, begun and held at the court house in the Town of Huntsville, in said District, on the fourth Monday in November, in the year of our Lord, one thousand eight hundred and forty-eight, an entry in said cause was made, in the words following, to wit:—

(*Order referring matters of act. between Lewis and his clients to the Standing Master to report, &c. at Nov.* 1848—*and Order to con.*)

"Come the parties by their Solicitors, and by their consent, It is ordered by the Court that all matters of account between John H. Lewis, Esq., and his late client, the said Thomas A. Ronalds, deceased, and between the said John H. Lewis and the said John D. Wolfe, Executor, and Maria D. L. Ronalds, Executrix, of the last Will and Testament of the said Thomas A. Ronalds, deceased, be referred to the Standing Master in Chancery, and it is further ordered that said Master report a statement thereof, and of all his proceedings relative thereto, to the next term of this Court.

And, It is further ordered that this cause be continued."

And afterward, to wit, on the twenty-third day of May, being a day of a Term of the District Court of the United States, for the Northern District of Alabama, begun and held at the court house in the town of Huntsville, in said District, on the third Monday in said month (May) in the year of our Lord, one thousand eight hundred and forty-nine, an entry in said cause was made, as followeth:—

(*Order to continue at May*, 1849.)

"Come the parties, by their solicitors, and by their consent, it is ordered that this cause be continued, with authority to said Master to report, &c., at next Term, as heretofore, at last Term."

And afterward, to wit, on the twenty-eighth day of November, being a day of a Term of the District Court of the United States for the Northern District of Alabama, begun and held at the court house in the Town of Huntsville, in said District, on the fourth Monday in said month (November) in the year of our Lord, one thousand eight hundred and forty-nine, an order in said cause was made, as followeth, to wit:—

(*Nov.* 1849, *Order to con. under previous orders, and to examine Pltff's, &c.*)

"Come the parties, by their solicitors and on motion—It is ordered, by the court, that this cause be continued under the previous order of this court. And, it is further ordered on motion of said John H. Lewis, that the Master examine the plaintiffs, if it should be necessary to enable him to state an account, &c."

And afterward, to wit, on the twenty-second day of May, being a day of a Term of the District Court of the United States for the Northern District of Alabama, begun and held at the court house in the Town of Huntsville, in said District, on the third Monday in said month (May) in the year of our Lord, one thousand eight hundred and fifty, an order in said cause was made as followeth, to wit:—

(*May*, 1850, *Order that Master report speedily, and Order to con.*)

"Come the parties, by their solicitors, and the Master's report in this cause not having been filed, on application of said complainants, by their solicitors, it is ordered that said Master report with as little delay as practicable.

And it is further ordered that this cause be continued."

And afterward, to wit, on the twenty-fifth day of November, in the year of our Lord, one thousand eight hundred and fifty, was filed, in the office of the clerk of said District Court, the Report of the Master, in said cause, which is in the words and figures following, to wit:—

(*The Master's Report.*)

"John D. Wolfe, Executor, and Maria D. L. Ronalds, Extrx. of Thomas A. Ronalds, dec'd. vs. Bartley Cox.	In the District Court of the United States for the Northern District of Alabama, at Huntsville, in the State of Alabama.

To the Hon. John Gayle, Judge of the District Court of the United States for the Northern District of Alabama, at Huntsville, in the State of Alabama.

In pursuance of a decretal order made by this court in the above entitled cause, at the November Term thereof, 1848, and which is in the words and figures following, to wit:—Comes the parties by their solicitors, and by their consent. It is ordered that all matters of account between John H. Lewis, Esq. and his late client, the said Thomas A. Ronalds, dec'd, and between the said John H. Lewis and the said John D. Wolfe, extr. and Meria D. L. Ronalds, extrx., of the last will and testament of said Thomas A. Ronalds, dec'd, be refered to the Standing Master in Chancery. And it is further ordered that the said Master report a statement of all his proceedings relative thereto, to the next Term of this Court.

Now, I, Elijah Hansbrough, Master in Chancery for said Court, do report (under the proof generally,) that the said John H. Lewis became the Attorney and Agent for the said Thomas A. Ronalds, (now deceased,) who was a citizen of the City of New York, about the year 1826, and that the said Ronalds placed in the hands of the said Lewis, as such Attorney and Agent, claims on one Joshua Cox and others, of Alabama, to a large amount, say about the sum of $ *dollars.* That said Joshua Cox, as early as 1825, became embarrassed in his circumstances and intemperate in his habits, and that he was a difficult man to do business with in the collection or receiving of debts against him.

That said Lewis was authorized to settle and secure the claims against the said Cox in any way, that he the said Lewis might think most advisable, that he took from said Cox, a house and lot, in the Town of Huntsville, in part discharge of said claims of said Ronalds, at the price of ten thousand dollars.

That said Lewis secured the further sum of $12,000 in a note on the present defendant, Bartley Cox, which note was made payable to the said Joshua Cox, and by him endorsed, bearing date the 4th of May, 1826, and payable eight years after date for said sum of $12,000. This note of $12,000, was executed by said Bartley Cox, in lieu of another note of $10,000, previously executed by the said Bartley, in liquidation of the said claims on the said Joshua, said last men tioned note of ten thousand dollars being payable ten years after date.

That on or about the day of 1833, the said Thomas A. Ronalds departed this life, and by his last will and testament (a copy of which is now on file in this cause, marked "Will") appointed his wife the said Maria D. L. Ronalds and the said John D. Wolfe, Executrix and Executor, and who were duly qualified and entered upon the discharge of said Trust, and by the said last will and testament, the said *Mria* D. L. Ronalds was made the legatee of all the remaining funds or claims so placed in the hands of said Lewis—said Lewis, on the 28th day of August, 1833, procured from deft. Bartley Cox, a mortgage on a large estate, both real and personal, to secure the payment of the said note of $12,000.

That said Lewis secured on said last mentioned note, so secured

by said mortgage, the several sums with which he is charged in Schedule (A.) hereto annexed. That at the November Term of this Court, 1841, the said Lewis as the solicitor of Complts. filed a bill to foreclose said mortgage and coerce the payment of the residue of the money due on said note of $12,000, and at the May Term of this Court, 1844, a decree was rendered in favor of Complainants for the sum of ten thousand and ninety seven dollars and 68 cents.

That after the rendition of said decree, the said Lewis received the several sums with which he is charged in said Schedule (A.)

That at the November Term, 1848, of this Court, a motion was made to remove said Lewis from his said capacity as Atto. or Solicitor for Complainants, which motion resulted in this order of reference. And Benjamin Patteson, the then Marshal of this Court was appointed by the Court, receiver in this cause.

That the Report of said Receiver, made at the Term of this Court, and now on file in this cause and which is marked (X X) shows a residue (the proceeds of said decree) in his hands of the sum of $8318.47, being the entire residue of said decree, and now in his hands.

I have taken and stated an account between the said Complainants and said Lewis, which is shown in Schedules (A.) (B.) & (C.) hereto annexed, which form a part of this report—said Schedule (A.) shows (entire) the several sums with which I have charged said Lewis, together with an account of interest on each of said sums from the terms he so became chargeable up to this date (25th Nov. 1850) which together amount to the sum of $63,461.71.

Schedule (B.) shows the several sums with which said Lewis is credited, which together with the like interest account up to the 25th Nov. 1850, amount to the sum of $55,966.82.

Schedule (C.) with the several sections therein, shows the aggregate amounts, and a reference to each particular item upon which I have made the said Lewis allowances as Solicitor or Attorney, that is to say on the aggregate sum of $34,077.58, I have allowed said Lewis twenty-five per cent. amounting to the sum of $8518.39, and on the aggregate sum of $19,608.40, I have allowed said Lewis 5 per cent. amounting to the sum of $980.42.

Sec. 3 of this Schedule shows the sum now due said Lewis, to be paid out of the moneys now in the Receiver's hands, to be $4336.42.

Said Lewis admits all the liabilities with which he is charged in Schedule (A.) And in Schedule (B.) I have ruled a column headed "Proof," in which and opposite to the particular item is a reference to the proof sustaining the same.

I have taken a number of depositions pro and con, which together with the depositions taken out of this State, and the correspondence between the said Thomas A. Ronalds (now dec'd.) and said Lewis, and between these Complts. and said Lewis, renders the evidence produced before me, so voluminous, that I have omitted here to give the same in detail. There is no proof of any special contract between

said Thomas A. Ronalds and said Lewis, or between said Complainants and said Lewis, as to any rate of charges to be allowed said Lewis for his services. The letters of Ronalds show great uneasiness, fearing the loss of his claims on Joshua Cox, with full and repeated assurances on his part, that said Lewis should be liberally paid. It is also proved by the depositions of Bartley Cox and others, that said Joshua Cox was in failing circumstances, and but for Lewis' great exertions there would have been but little, if any thing secured, and the deposition of William H. Moore, who is a practising Attorney of this Court, and of J. W. Tilford, of Philadelphia, who then resided in Huntsville, proves that 25 per cent. on claims of a doubtful and troublesome character is not beyond a fair allowance for securing and collecting the same. I have allowed said Lewis 25 per cent. on all claims collected by him from said Joshua Cox or secured upon others and collected by said Lewis, which were originally against the said Joshua Cox, and upon claims of a good character, I have allowed said Lewis 5 per cent. as stated and set forth in Schedule (C.)

Complainants have sought to charge said Lewis on account of claims, being three notes on D. Whiting and James N. McLaughlin, all payable to said Joshua Cox, and by him endorsed, and all dated on or about the 23d day of May, 1826, for the sum of $2883.75, each payable two, three and four years after date, and also ⅓ part of the Russell Valley Iron Works, which were assigned by the said Joshua to said Ronalds, and for the rents, issues and profits of the same.

The said Lewis, as Attorney of the said Thomas A. Ronalds, in the year 1826, in part liquidation of said Joshua Cox's indebtness to Ronalds, took from said Joshua, an interest of one-third in the Russell Valley Iron Works, then supposed to be worth four thousand dollars, and also the aforesaid three notes on Whiting & McLaughlin, dated the day of 1826, payable to said Joshua, and by him endorsed—said notes having been executed by said Whiting & McLaughlin, in consideration of the purchase by them of an interest of ⅔rds in said Iron Works. It appears from the proof that Ronalds ratified and approved this transaction, but being embarrassed by his losses and liabilities on account of said Cox's failure, did not wish to continue as a partner in said Iron Works, and that Whiting & McLaughlin possessed but little capital. That the latter had not the means necessary to enable them, without pecuniary advances from others, to carry on the Iron Works, and that they had no means of paying their said notes except out of the profits or sale of their interest in said Iron Works, and that Lewis with the consent of all parties, agreed to, and did advance considerable sums of money to Whiting & McLaughlin, to enable them to carry on said works, under an agreement that he was to be reimbursed out of the rents and profits of the same, which is shown by a covenant between Lewis and Bartley Cox, in the hand writing of the said Ronalds, dated April 7th, 1830, and which is herewith filed, marked

Said Lewis sought to charge said Ronalds' executors for professional services in obtaining for Ronalds an interest in the Iron Works property, and Whiting & McLaughlin's notes, and also for obtaining interest of Whiting & McLaughlin.

The Complainants, on the other hand, sought to charge said Lewis with the rents and profits of one-third of said Iron Works for a number of years, and Lewis on the other hand claimed that his lien for the aforesaid advances had not been satisfied. The titles to the said Iron Works and the land connected with the same are in the name of said Lewis. Believing that matters so complicated and involving at they do, liens on real estate, could not be properly adjusted in this proceeding, I refused to embrace them in the account.

The said Lewis also obtained from the said Cox, three notes, on one A. P. Horton, amounting to $3600, dated on the day of , 1826, which were executed in consideration of a tract of land and a Tan-Yard, and other improvements thereon sold by said Joshua Cox to said Horton.

These notes are endorsed by Cox to said Ronalds, and secured by a mortgage on the property executed by Horton to Cox.

In 1828, when Ronalds was in Alabama, he made an arrangement with Horton, by which he re-endorsed the notes and mortgage, and took back the property and left it under the management of Bartley Cox as his agent. Lewis claims compensation for professional services and mortgage, but it does not appear that Ronalds ever realized any thing from property, and I refused to allow the claim for compensation.

The said Lewis also claimed that he was entitled to compensation, on the sale of the Huntsville Water Works, in consideration of services rendered by him, as a sort of supervisory or general agent or correspondent of said Ronalds, and Complainants sought to charge him as such agent for the rents and profits of the same. The correspondence and proof on file show that Lewis did not undertake to collect the rents of said Water Works, but that Ronalds had other agents for that purpose. Lewis also claims compensation for sale of said Water Works, under some promise by Ronalds, that the Water Works above sold, should pass through his hands, but they were not sold by Lewis, and Ronalds from the proof never realized any thing from them, and I refused to allow any charge on either side.

Lewis also sets up a claim for services alleged to have been rendered said Ronalds, in releasing him from his liability as *ex*ceptor of a draft of Joshua Cox for $4600, held by one Abner Robinson. The correspondence shows much anxiety on the part of said Ronalds as to his liability, and that he was by some means relieved, but it does not appear that he was ever sued upon it. There were other charges made by said Lewis for professional services, which I did not think were sustained by the proof.

Complainants sought to charge said Lewis with a number of claims or items set forth in an account herewith filed, marked ("J. H. L.")

said Thomas A. Ronalds and said Lewis, or between said Complainants and said Lewis, as to any rate of charges to be allowed said Lewis for his services. The letters of Ronalds show great uneasiness, fearing the loss of his claims on Joshua Cox, with full and repeated assurances on his part, that said Lewis should be liberally paid. It is also proved by the depositions of Bartley Cox and others, that said Joshua Cox was in failing circumstances, and but for Lewis' great exertions there would have been but little, if any thing secured, and the deposition of William H. Moore, who is a practising Attorney of this Court, and of J. W. Tilford, of Philadelphia, who then resided in Huntsville, proves that 25 per cent. on claims of a doubtful and troublesome character is not beyond a fair allowance for securing and collecting the same. I have allowed said Lewis 25 per cent. on all claims collected by him from said Joshua Cox or secured upon others and collected by said Lewis, which were originally against the said Joshua Cox, and upon claims of a good character, I have allowed said Lewis 5 per cent. as stated and set forth in Schedule (C.)

Complainants have sought to charge said Lewis on account of claims, being three notes on D. Whiting and James N. McLaughlin, all payable to said Joshua Cox, and by him endorsed, and all dated on or about the 23d day of May, 1826, for the sum of $2883.75, each payable two, three and four years after date, and also ⅓ part of the Russell Valley Iron Works, which were assigned by the said Joshua to said Ronalds, and for the rents, issues and profits of the same.

The said Lewis, as Attorney of the said Thomas A. Ronalds, in the year 1826, in part liquidation of said Joshua Cox's indebtness to Ronalds, took from said Joshua, an interest of one-third in the Russell Valley Iron Works, then supposed to be worth four thousand dollars, and also the aforesaid three notes on Whiting & McLaughlin, dated the day of 1826, payable to said Joshua, and by him endorsed—said notes having been executed by said Whiting & McLaughlin, in consideration of the purchase by them of an interest of ⅔rds in said Iron Works. It appears from the proof that Ronalds ratified and approved this transaction, but being embarrassed by his losses and liabilities on account of said Cox's failure, did not wish to continue as a partner in said Iron Works, and that Whiting & McLaughlin possessed but little capital. That the latter had not the means necessary to enable them, without pecuniary advances from others, to carry on the Iron Works, and that they had no means of paying their said notes except out of the profits or sale of their interest in said Iron Works, and that Lewis with the consent of all parties, agreed to, and did advance considerable sums of money to Whiting & McLaughlin, to enable them to carry on said works, under an agreement that he was to be reimbursed out of the rents and profits of the same, which is shown by a covenant between Lewis and Bartley Cox, in the hand writing of the said Ronalds, dated April 7th, 1830, and which is herewith filed, marked

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Said Lewis sought to charge said Ronalds' executors for professional services in obtaining for Ronalds an interest in the Iron Works property, and Whiting & McLaughlin's notes, and also for obtaining interest of Whiting & McLaughlin.

The Complainants, on the other hand, sought to charge said Lewis with the rents and profits of one-third of said Iron Works for a number of years, and Lewis on the other hand claimed that his lien for the aforesaid advances had not been satisfied. The titles to the said Iron Works and the land connected with the same are in the name of said Lewis. Believing that matters so complicated and involving at they do, liens on real estate, could not be properly adjusted in this proceeding, I refused to embrace them in the account.

The said Lewis also obtained from the said Cox, three notes, on one A. P. Horton, amounting to $3600, dated on the day of , 1826, which were executed in consideration of a tract of land and a Tan-Yard, and other improvements thereon sold by said Joshua Cox to said Horton.

These notes are endorsed by Cox to said Ronalds, and secured by a mortgage on the property executed by Horton to Cox.

In 1828, when Ronalds was in Alabama, he made an arrangement with Horton, by which he re-endorsed the notes and mortgage, and took back the property and left it under the management of Bartley Cox as his agent. Lewis claims compensation for professional services and mortgage, but it does not appear that Ronalds ever realized any thing from property, and I refused to allow the claim for compensation.

The said Lewis also claimed that he was entitled to compensation, on the sale of the Huntsville Water Works, in consideration of services rendered by him, as a sort of supervisory or general agent or correspondent of said Ronalds, and Complainants sought to charge him as such agent for the rents and profits of the same. The correspondence and proof on file show that Lewis did not undertake to collect the rents of said Water Works, but that Ronalds had other agents for that purpose. Lewis also claims compensation for sale of said Water Works, under some promise by Ronalds, that the Water Works above sold, should pass through his hands, but they were not sold by Lewis, and Ronalds from the proof never realized any thing from them, and I refused to allow any charge on either side.

Lewis also sets up a claim for services alleged to have been rendered said Ronalds, in releasing him from his liability as *exceptor* of a draft of Joshua Cox for $4600, held by one Abner Robinson. The correspondence shows much anxiety on the part of said Ronalds as to his liability, and that he was by some means relieved, but it does not appear that he was ever sued upon it. There were other charges made by said Lewis for professional services, which I did not think were sustained by the proof.

Complainants sought to charge said Lewis with a number of claims or items set forth in an account herewith filed, marked ("J. H. L.")

on the ground that Lewis was chargeable for negligence in not collecting them and for other causes, but I did not think the proof justified the same, especially after such long acquiescence on the part of said Ronalds and his Executors.

The Complainants, to sustain their charges, rely upon the letters and depositions on file in this cause, said Letters are numbered from 1 to 73 and are enclosed with red ink, in brackets, thus (——) and the said depositions are marked thus ("Compts. Testimony.") Of these letters Nos. 10, 51, 53 and 56 are missing.

Said Lewis, to sustain his charges, relies upon the letters filed in this cause numbered from 1 to 64, and enclosed with black ink in brackets, thus [—] and upon the depositions marked ("Lewis' Testimony.")

Portions of the depositions of James H. Thomas were objected to by the Solicitors on both sides, and said objections are noted on the same.

Complainants' Solicitor objects to the deed marked on file in this cause.

There are a number of small items in said Schedule B. which are proved by Lewis' affidavit, as will appear by reference to the same.

All which is most respectfully submitted.

ELIJAH HANSBROUGH, *Master in Chancery.*"

(*Schedule A. to said Master's Report.*)

Schedule A. referred to in said Master's Report.

"Schedule (A.) showing John H. Lewis' liabilities.

EVIDENCE OF	DATE OF	MANNER OF	AMT. OF	
Admitted	Decb. 14, '28.	Collected of *of* M. Ronalds' estate	5550	82
		Interest 21 years 11 m 10 days	9746	20
Admitted	Sept. 26, '30.	Collected of Maria Ronalds' estate	413	23
		Interest 20 y 1 m & 26 days	664	50
Admitted	April 27, '32.	Collected of M. Ronalds' estate	78	00
		Interest 18 years 6 m & 27 days	115	96
Admitted	Jan'y 18, '31.	House rent from Fearn	316	66
		Interest 19 years 10 m & 6 days	497	65
Admitted	March 26, '31.	Lewis' draft on Ronalds to Common	363	40
		Interest 19 years 7 m & 26 days	569	40

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EVIDENCE OF	DATE OF	MANNER OF	AMT. OF	
Admitted	March 26, '31.	Lewis' draft to R. T. & Williams	298	49
		Interest 19 years 7 m & 26 days	454	92
Admitted	June 14, '31.	Lewis' draft on Ronalds to Whiteman	98	54
		Interest 19 y 5 m & 11 days	152	48
Admitted	June 22, '31.	Lewis' draft on Ronalds to Kenall	144	55
		Interest 19 years 5 m & 15	224	96
Admitted	July 11, '30.	Lewis' draft on Ronalds to Toland	507	50
		Interest 20 years 4 m 16 days	826	20
Admitted	Sept., '31.	Lewis' draft on Ronalds to Jeffrey & Vane	500	00
		Interest 19 years 2 m 10 days	766	40
Admitted	May 3, '31.	House rent of Speck	112	00
		Interest 19 y 6 m & 20 days	173	68
Admitted	Jan'y 13, '32.	House rent of Col. Percy	250	00
		Interest 18, 10 m 12 days	375	50
Admitted	Jan'y 1, '33.	House rent of Col. Percy	250	00
		Interest 17 years 10 m 20 days	366	30
			23817	34

Schedule (A.) continued.

EVIDENCE OF	DATE OF	MANNER OF LIABILITY.	AMT. OF	
Evidence of	Date of	Amt. brought forward	23817	34
Admitted	Jan'y 1, '34.	House rent of Col. Percy	250	00
		Interest 16 years 10 m 25 days	335	50
Admitted	June 10, '34.	Lewis' draft to divers persons	1662	85
See Ronalds' letter No. 1 *red* Ink.		Interest 16 years 5 m & 10 days	2187	00
Admitted	Aug't 12, '34.	Amt. recd on Cox's mortgage	600	00
		Interest 16 years 3 m & 10 days	776	40

EVIDENCE OF	DATE OF	MANNER OF LIABILITY.	AMT. OF
Admitted	Jan'y 5, '35.	House rent of Mrs. Clark	250 00
		Interest 15 years 10 m & 20 days	317 20
Admitted	Febr'y 6, '36.	House rent for 1835, Mrs. Clark	250 00
		Interest 14 years 9 m & 15 days	295 20
Admitted	Jan'y 1, '36.	From E. H. Rice—sale of house	3000 00
		Interest 14 years 10 m & 20 days	3574 70
Admitted	Jan'y 1, '37.	From E. H. Rice—sale of house	1620 00
		Interest 13 years 10 m & 20 days	1799 60
Admitted	May 4, '35.	Recd on Cox's mortgage	1500 00
		Interest 15 years 6 m & 16 days	1865 40
Admitted	Nov. 15, '36.	Amt. recd on Cox's mortgage	3000 00
		Interest 14 years & 10 days	3565 80
Admitted	Oct. 18, '37.	½ of Judge Kent's opinion	26 00
		Interest 13 years 5 m & 10 days	27 04
Admitted	Oct. 9, '39.	Paid on Cox's mortgage	3507 00
		Interest 11 years 1 m & 10 days	3127 28
Admitted	Dec. 11, '39.	Paid on Cox's mortgage	600 00
		Interest 10 years 11 m. & 10 days	520 80
Admitted	June 10, '44,	Paid on decree vs. Cox,	1075 72
		Interest 6 years 5 m & 10 days	548 73
			60099 56

Schedule (A.) continued.

EVIDENCE OF	DATE OF	MANNER OF	AMT. OF
		Amount brought forward	60099 56
Admitted	Sept. 12, '44.	Am't rec'd on decree vs. Cox	889 99
		Interest 6 years 2 m & 10 days	440 40
Admitted	Sept. 19, '44.	Am't rec'd on decree vs. Cox, *Per* Thomas,	500 00

EVIDENCE OF	DATE OF	MANNER OF	AMT. OF	
		Interest 5 years 11 m & 2 days	236	50
Admitted	April 10, 45.	Am't rec'd on decree vs. Cox	404	00
		Interest 5 years 7 m & ten days	181	16
Admitted	Aug't 24, '45.	Am't rec'd on decree vs. Cox	500	00
		Interest 5 years & 3 months	210	10
			63461	71"

(*Schedule B. to Master's Report.*)

Schedule B. accompanying said Master's Report.

"Schedule (B.) showing John H. Lewis' credits.

DATE	EVIDENCE OF	ITEMS SPECIFIED.	AMOUNT.	
Deb'r. 24, 1827	Ronalds' letter dated 11 Jan., 1828, (No. 5.)	Check on Louisiana Bank,	281	84
		Interest 22 years 5 m & days	505	50
Jan'y 7, 1828	Ronalds' letter Jan. 26, 1828, (No. 16.)	Maddox's bill 60 days sight,	787	00
		Interest 22 years 4 m & 15 days	1414	10
Jan'y 7, 1828	Aff't. of Lewis.	Cash paid Corporation Taxes	7	50
		Interest 22 years 4 m & 15 days	13	25
Febr'y 8, 1828	Lewis' aff't.	Cash paid Printer's bill,	9	00
		Interest 22 years 3 m & 15 days	16	00
April 11, 1828	Admitted and Davis' deposition.	B. M. Lowe's bill on B & K	277	75
		Interest 22 years 1 m & 12 days	491	75
April 11, 1828	Same.	Martin's bill 60 days sight,	236	87
		Interest 22 years 1 m & 10 days	400	00
April 11, 1828	Same.	Yeatman and Kent's bill,	450	00
		Interest 22 years 1 m 14 days	808	70

DATE	EVIDENCE OF	ITEMS SPECIFIED.	AMOUNT.	
April 11, 1828	Same.	Cash U. S. Bank paper,	200	00
		Interest 22 years 1 m & 10 days	559	90
July 16, 1828	Lewis' aff't.	Cash paid Corporation Taxes	9	00
		Interest 21 years 10 m & 8 days	15	65
Aug't. 9, 1828	Ronalds' letter dated Sept. 4, '28, (Y.)	Wm. Patton's bill 60 days sight	1188	00
		Interest 21 years 9 m & 10 days	2070	70
Oct. 20, 1828	Lewis' aff't.	Cash paid State and County taxes	4	50
		Interest 21 years 7 months & 5 days	7	70
Jan'y 1, 1829	Lewis' aff't.	Cash recording deed from Cox	2	00
		Interest 21 years 4 m & 10 days	3	40
Jan'y 1, 1829	Lewis' aff't.	Recording deed from Ronalds to Wolfe	2	00
		Interest 21 years 4 m & 10 days	3	40
			9561	51

Schedule B. continued.

DATE	EVIDENCE OF	ITEMS SPECIFIED.	AMOUNT.	
		Amount brought forward	9561	51
Aug't 9, 1829	Davis' deposition.	Cash paid costs vs. Neal, Sheriff	30	31
		Interest 20 years 9 m & 15 days	49	50
Sept. 23, 1829	Lewis' aff't. & Davis' deposition.	Cash paid Corporation tax	9	00
		Interest 20 years & 8 months	15	90
Nov. 28, 1829	Lewis' aff't. & D. deposition.	State and County taxes for 1829	6	00
		Interest 20 years 5 m & 25 days	9	75
Feb. 15, 1830	Lewis' aff't. & Davis' deposition	Cash paid advertising house for rent	3	00
		Interest 20 years 3 m & 5 days	4	85

DATE	EVIDENCE OF	ITEMS SPECIFIED.	AMOUNT.
Feb. 26, 1830	Lewis' aff't.	Cash paid for fire buckets	5 00
		Interest 20 years 2 m & 25 days	8 00
March 22, 1830	Attory's Rep't.	Paid judgment on Sci. Fa. vs. Lewis bail	2014 66
		Interest 20 years & 2 months	3250 20
Decbr. 10, 1830	Lewis' aff't.	Cash paid State and County Taxes for 1830	6 00
		Interest 19 years 5 m & 10 days	9 30
Jan'y 18, 1831	Davis' deposition.	Paid Fearn, improvements on house	201 63
		Interest 19 years 4 m & 5 days	674 70
Jan'y 18, 1831	Lewis' aff't.	Paid Corporation tax for 1830	12 15
		Interest 19 years 4 m & 5 days	18 10
May, 1831	Davis' deposition.	Cash paid T. Bibb, repairs of fence	155 43
		Interest 19 years & 5 days	235 10
Sept. 1831	Davis' deposition.	Cash paid Ronalds by Col. Lindsey	500 00
		Interest 18 years 8 m & 18 days	747 90
Oct. 12, 1831	Davis' deposi.	Cash paid Corporation tax for 1831	8 00
		Interest 18 years 7 m & 10 days	11 90
		Amount carried forward	17547 89

Schedule (B.) continued.

DATE	EVIDENCE OF	ITEMS SPECIFIED	AMT.
		Amount brought forward	17547 89
Febr'y 3, 1832	Lewis' aff't.	Cash, State and County Taxes for 1831	6 75
		Interest 18 years 6 m & 20 days	9 45
May 3, 1832	Davis' deposition.	Paid costs suit, Anner vs. Ronalds	59 37
		Interest 18 years & 20 days	86 75
May 12, 1832	Ronalds' letter dated Aug't 30, (B. B.)	Cash. by Col. Lindsey	900 00
		Interest 18 years & 10 days	1310 90

DATE	EVIDENCE OF	ITEMS SPECIFIED.	AMOUNT.	
Decbr. 14, 1828	Admitted.	Maddox's bill on Prince, Ward & Co	1830	82
		Interest 21 years 5 m & 10 days	3138	20
Oct. 30, 1832	Lewis' aff't.	Cash paid Corporation Tax	10	00
		Interest 17 years 6 m & 20 days	13	50
Feb'y. 25, 1833	Lewis' aff't.	State and County tax for 1832	6	75
		Interest 17 years & 3 months	9	55
May 23, 1833	Lewis' aff't.	Corporation tax for 1833	10	00
		Interest 17 years	13	50
Febr'y. 4, 1834	Hall's rep't., (M. M.)	Paid Hale's bill (glazing)	15	62
		Interest 16 years 3 months & 20 days	19	90
March 17, 1834	Lewis' aff't.	Paid Brandon, for repairs	17	00
		Interest 16 years 2 m & 5 days	22	00
June 10, 1834	Letter 30th June, 1834.	Cash, disbursements as per letter 30th May 1834	1710	44
		Interest 15 years 11 months & 8 days	2180	10
June 17, 1834	Lewis' aff't.	For locks, repairs, &c. to Jonas Acard,	6	62
		Interest 15 years 11 m & 5 days	8	45
Nov. 28, 1834	Lewis' aff't.	Corporation tax, for 1834	30	00
		Interest 15 years 5 m & 20 days	37	00
			29000	56

Schedule (B.) continued.

DATE	EVIDENCE OF	ITEMS SPECIFIED.		
		Amount brought forward	29000	56
Nov. 28, 1834	Lewis' aff't.	Cash, State and County Taxes for 1834	4	50
		Interest 15 years 5 months & 22 days	5	50
Febr'y 16, 1835	Lewis' aff't.	Cash, Geo. State, repairs	3	00
		Interest 15 years 3m & 5 days	3	65
Febr'y 16, 1835	Lewis' aff't.	Jonas Acard, for repairs	16	10
		Interest 15 years 3 m & 5 days	19	55

DATE	EVIDENCE OF	ITEMS SPECIFIED.		
Febr'y 16, 1835	Lewis' aff't.	Paid Jonas Acard for cedar pk.	12	00
		Interest 15 years 3 m & 5 days	14	60
Febr'y 16, 1835	Lewis' aff't.	Paid Ronalds, per Barr, Sterrett & Co.	9	00
		Interest 15 years 3 m & 5 days	10	90
Oct. 22, 1835	Lewis' aff't.	Paid State and County for 1835	4	00
		Interest 14 years & 7 mos	4	80
Nov. 28, 1835	Davis' deposition.	Lewis' Check in fav'r of Mrs. Ronalds	1000	00
		Interest 14 years 5 m & 22 days	1159	90
Nov. 28, 1835	Lewis' aff't.	Premium on the above, 1 pr ct.	10	00
		Interest 14 years 5 m & 22 days	11	50
Jan'y 2, 1836	Lewis' aff't.	Cash paid Surveyor, Fant,	2	00
		Interest 14 years 4 m & 20 days	2	25
Ap'l 6, 1836	Lewis' aff't.	Cash paid advertising lot,	6	50
		Interest 14 years 1 m & 15 days	7	30
Jan'y 2, 1836	Lewis' aff't.	Corporation tax for 1835,	10	00
		Interest 14 years 4 m & 20 days	11	40
April 15, 1836	Davis' deposition.	Paid Mrs. Ronalds' draft,	500	00
		Interest 13 years 10 m & 10 days	553	90
			32382	91

Schedule (B.) continued.

DATE	EVIDENCE OF	ITEMS SPECIFIED.		
		Amt. brought forward,	32382	91
April 15, '37	S. Crun's deposition.	Paid in the Huntsville bank to order	3000	00
		Interest 13 y 1 m 5 d	3147	00
June 18, '37	Wallace's rep't.	Paid E. R. Wallace, order of Veitch	100	00
		Int. 12 *yeas* 11. & 15 days	103	70
Aug't 18, '37	D. Wolfe's report to Veitch. Marked Q.	Paid T. A. Ronalds by Veitch (per rept.)	1230	00
		Interest 12 years 9 m & 5 days	1254	80

DATE	EVIDENCE OF	ITEMS SPECIFIED.		
Nov. 20, '39	D. Wolfe's letter dated 22	Findley's bill at 6 months	480	00
	April 1840, admitted.	Interest 10 years 6 m & 5 days	402	90
May 20, '39	Same.	Paid J. D. Wolfe's draft	120	00
		Interest 11 years	105	60
June 10, '44	Mrs. Ronalds' letter of June	Draft on Greenway, Henrey & Smith	1059	22
	10th, 1844 admitted.	Interest 5 years 11 m & 10 days	505	70
Jan. 10, '44	Lewis' draft.	Premium on the above draft	16	50
		Interest 5 years 11 m & 10 days	7	70
Sept. 12, '44	Admitted.	Draft on Martin, Pleasants & Co	873	00
		Interest 5 years 8 m & 12 days	396	90
Same	Draft.	Premium on the above	9	00
		Interest 5 years 8 m & 12 days	4	00
Oct. 9, '39	Snodgrass & Davis' depositions.	Wm. Knox & Co's bill on Dick (note)	3507	00
		Interest 10 years 7 m & 10 days	2987	00
		One ½ year's interest on the aggregate amt. of the sum of the principal items in this Schedule above, is	874	89
Decbr. 1836	Yeargers' deposition.	Draft on Jno. W. Tillford	1610	00
		Interest 13 years 11 m & 22 days	1789	00
		($55966.82)	55966	82"

(Scedule *C. accompanying Master's report.*)

(Schedule C. accompanying said Master's report.)

"*Scedule* C. Sec. 1.

Showing the aggregate amt. of the sums in Schedule A. marked thus × upon which John H. Lewis is allowed 25 per cent. say $34073.58, is $8518.39.

Sec. No 2.

Showing the aggregate amt. of the sums in Schedule (A.) marked †† upon which John H. Lewis is allowed 5 per cent. say $19608.40 is 980.42.

Sec. 3.

Shows the aggregate amt. of John H. Lewis' credits,	
Amt. Schedule B. - - - -	$55966.82
Sec. No 1. of this Schedule, - - - -	8518.39
Sec. No 2. of this Schedule, - - - -	980.42
25 per cent on amt. in the Marshal's hands, say $8318.47 is	2079.62
Total amt. allowed John H. Lewis, - - -	$67545.25
Amt. of John H. Lewis' liabilities, as per Schedule (A.)	63461.71
	$4083.54
Item omitted, Wm. H. Wilson's bill for repairs of house,	109.00
Interest on same 15 years & 6 months, - -	143.88
Balance due John H. Lewis, - - -	$4336.42"

(Endorsed,) "Filed in my office, this the 25th day of November, 1850. Test, B. T. MOORE, *Clerk, D. C.*"

(*Copy of Will of T. A. Ronalds.*)

The copy of the last Will and Testament of Thomas A. Ronalds, referred to in said Master's report, as marked ("Will.")

"In the name of God, Amen! I, Thomas A. Ronalds, of the City of New York, Stationer, being in feeble health, but of sound and disposing mind, memory and understanding, (thanks be to God for the same) and considering the certainty of death, and the uncertainty of the time thereof, and to the end that I may be the better prepared to leave this world, whenever it shall please God to call me hence, do therefore make this my last Will and Testament of and concerning all such worldly estate *werewith* it hath pleased God to bless me.

First—I order and direct that all my just debts and funeral expenses and the expenses of proving this my last Will and Testament, be paid by my Executrix and Executor, hereinafter named.

Item—Considering my brother James Ronalds to be totally unfit to be intrusted with money or to have the control thereof, even for contracting and providing for his daily maintenance and support, and being desirous (as I have the means) to provide for his comfortable maintenance and support, and to place him in a state not dependant on any person or persons, for his support and maintenance, I do give, grant, devise and bequeath unto my beloved wife, Maria D. L. Ronalds, and John David Wolfe, the Executrix and Executor of this my last Will and Testament, hereinafter named, and the survivor of them, and the legal representatives of such survivor, one annuity or clear yearly sum of three hundred dollars of lawful money of the United States of America, to be issuing out of and payable from the rents and profits and income of all that my store and lot of land

known and distinguished as number two hundred and three (No. 203) Pearl Street, in the city of New York, to be paid yearly and every year in and by equal quarterly payments unto the said Maria D. L. Ronalds and John David Wolfe, and the survivor of them, and the legal representatives of such survivor, for and during the natural life of my said brother James Ronalds, and no longer, upon trust nevertheless, that the said Executors and Trustees do and shall pay and apply the said annuity or yearly sum, for and towards the maintenance and support of my said brother James Ronalds, for and during his natural life, in such sums and in such manner, as to them in their *direction*, shall seem proper and expedient, and it is my express will and meaning, that the said annuity or yearly sum, shall be in manner and for the purpose aforesaid, paid and applied by the said Trustees for and during such time only, as my said brother shall reside and remain and continue to reside and remain, at least one hundred miles from the city of New York, and that, if my said brother shall come to reside or shall attempt to reside or shall come within one hundred miles of the city of New York, then, and in such case, and immediately thereafter, the said Trustees shall absolutely and without any discretion, withhold all and every payment or application of the said annuity or yearly sum, and every part thereof, from the maintenance and support of my said brother, for and during all such time *all such time* as he shall reside or attempt to reside or shall be within one hundred miles of the city of New York.

Item—I do give, grant, devise and bequeath unto the said Maria D. L. Ronalds, and John David Wolfe, and the survivor of them, and the legal representatives of such survivor, one other annuity or clear yearly sum of three hundred dollars of like lawful money, to be in like manner issuing out of and payable from the rents, profits and income of all that my said store and lot of land hereinabove mentioned and referred to, to be paid yearly and every year, in and by equal quarterly payments unto the said Maria D. L. Ronalds and John David Wolfe, and the survivor of them, and the legal representatives of such survivor, for and during the natural life of my sister in law Tamar Ronalds, the wife of my said brother James Ronalds, and no longer. Upon trust nevertheless, that the said Trustees do and shall pay the said last mentioned annuity or yearly sum, and at such times and in such manner, as they in their discretion shall think proper and expedient, into the hands of my said sister in law, Tamar Ronalds, on her own separate receipt, independent of her said husband, for her separate use, to the intent that the same or any part thereof may not be subject to or liable for the debts or engagements, control or interfearence of her said husband. But it is my express Will and meaning in case my said sister in law shall again marry, then and in such case this annuity and the trust hereby created and declared of and concerning the same shall immediately thereafter determine and be utterly void, and the same shall sink into the mass of my estate, for the benefit of the person or persons who shall be server by virtue of this my will.

Item—I do give, grant, devise and bequeath unto the said Maria D. L. Ronalds and John David Wolfe, and the survivor of them, and the legal representatives of such survivor, one other annuity or clear yearly sum of four hundred dollars of like lawful money, to be in like manner issuing out of and payable from the rents, profits and income of all that my said store and lot of ground hereinabove mentioned and referred to, to be paid yearly and every year, in and by equal quarterly payments, unto the said Maria D. L. Ronalds and John David Wolfe, and the survivor of them, and the legal representatives of such survivor, for and during the natural life of my nephew, William R. Ronalds, son of my said brother, James Ronalds, and no longer. Upon Trust nevertheless, that the said Trustees do and shall pay the same unto my said nephew, in such sums and at such times, as they shall in their discretion, think proper and expedient.

Item—I do give, grant, devise and bequeath unto the *the* said Maria D. L. Ronalds and John David Wolfe, and the survivor of them, and the legal representatives of such survivor, one other annuity or clear yearly sum of five hundred dollars of like lawful money, to be in like manner issuing out of and payable from the rents, profits and income of all that my said store and lot of lands hereinabove mentioned and referred to, to be paid yearly and every year, in and by equal quarterly payments, unto the said Maria D. L. Ronalds and John David Wolfe, and the survivor of them and the legal representatives of such survivor, for and during the natural life of my niece, Mary Ronalds, daughter of my said brother James Ronalds, and no longer. Upon Trust nevertheless, that the said Trustees do and shall pay the said last mentioned annuity or yearly sum, in such sums and at such times, as they in their discretion shall think proper and expedient, into the proper hands of my said niece, and on her separate receipt, independent of any husband she may have, for her separate use, to the intent that the same or any part thereof, may not be subject to or liable for the debts or engagements, control or inteference, of any husband, she may at any time have.

Item—It is my express Will and meaning that the annuities or yearly sums, hereinabove given and granted in manner aforesaid, for the benefit of my said brother, and my said sister in law, and my said nephew and niece, respectively, and the same and each of them, are and is granted upon the express condition, that the same or either of them, shall not be, or be deemed or construed to be capable to be made in any manner whatever, liable or applicable to the payment of any debt or obligation or pecuniary liabilities contracted, or *interested* into or to be contracted or entered into, by them respectively, and that they or either of them, shall not have the right or power of selling, or in any manner alienating, or incumbering or disposing or anticipating the said annuities or any part thereof or any benefit or advantage therefrom.

Item—It is my express Will and meaning that the said annuities shall commence and begin to run from and after twelve months after

my decease, and not before, and also in case the said store and lot of land shall at any time or times be insufficient for the issuing thereout and therefrom as aforesaid, of all the said four annuities, and an abatement thereof shall become necessary, that no such abatement shall be made in respect to the two annuities firstly and secondly above given and granted, but the same shall be paid in full, without any abatement or deduction, and that all *deficincies* shall fall equally upon the annuities thirdly and fourthly above given and granted, and upon these only.

Item—In case all or any of the said annuities shall be behind and unpaid to the said Trustees, for the space of thirty days next after the time the same ought to be paid as aforesaid, that then it shall and may be lawful for the said Trustees, into all and singular the said store and lot of land, or any part thereof, to enter and distrain for the said annuities or such of them as shall be behind and unpaid, and the distress or distresses there found and taken to keep and detain until such annuities or annuity shall be fully satisfied and paid.

Item—It is my express Will and meaning that my residuary devisee and all person and persons claiming or to claim the said store and lot of land, by, from and under her, shall at all times while the aforesaid annuities or any or either of them shall be issuing and payable out of the same, at her and their expense, bear, pay and discharge all taxes, assessments and sum and sums of money, which during the said time may be taxed, laid or assessed or imposed upon the said store and lot of land, and that no part thereof shall be borne by the said annuitants or either of them, and shall keep the said store in good and sufficient repair, and shall insure and keep insured the said store in a competent amount in some insurance company or companies in the City of New York, in good credit, and whenever and as often as any loss shall be received and recovered under and by virtue of any policy or policies of insurance on the said store, shall apply the same to the reparation or rebuilding of the said store, to the end that the said annuities while the same shall be issuing out of the said store and lot of land may be the better secured during the terms above limited for the issuing thereout of the same.

Item—All the rest, residue and remainder of my estate, real and personal whatsoever and wheresoever, as well that which I am now seized and possessed of, or *intitld* unto, as that which I may die seized and possessed of or intitled unto or which I may be intitled to devise at the time of my death (including in such residuary estate my said store and lot of land No. 203 Pearl Street, charged and chargeable, nevertheless with the above mentioned annuities or yearly sums) I give, devise and bequeath unto my beloved wife Maria D. Lorillard, her heirs, executors, administrators and assigns, to her and their own proper use, benefit and behoof forever.

And lastly, I do nominate, constitute and appoint my dear wife, Maria D. L. Ronalds, and my trusty friend and brother in law, John David Wolfe, to be the executrix and executor of, and Trustees under

this my last will and Testament, hereby revoking all former and other will and wills by me, at any time heretofore made, declaring this only to be my last Will and Testament.

In witness whereof, I, the said Thomas A. Ronalds, have hereunto set my hand and seal, the twelfth day of March, in the year of our Lord, one thousand eight hundred and thirty-five.

[SEAL.] THOMAS A. RONALDS.

Signed, sealed, published and declared by the above named Thomas A. Ronalds, as and for his last Will and Testament, in the presence of us, who, at his request, in his presence and in the presence of each other, have hereunto subscribed our names as witnesses thereto.

JOHN W. FRANCIS, Corner of Bond Street and Broadway.
N. DEAN, No. 192 East Broadway.
C. LORRILLARD, 49 Chamber.

In the matter of proving the last Will and Testament of Thomas A. Ronalds, deceased.

COUNTY OF NEW YORK, *ss.*

Be it remembered that on the sixth day of April in the year one thousand eight hundred and thirty five, before James Campbell, Esquire, Surrogate of the County of New York, personally appeared John David Wolfe, who, being by said Surrogate duly sworn and examined, doth depose and say that he received the instrument in writing now produced and shown to deponent, purporting to be the last Will and Testament of Thomas A. Ronalds, deceased, bearing date the twelfth day of March, in the year, one thousand eight hundred and thirty five, from the hands of Thomas A. Ronalds, immediately after the same was executed, sealed up—that said instrument remained in the custody of deponent until he brought the same to the Office of the Surrogate of the County of New York, when he deposited the same for Probate, and that whilst said instrument remained in the custody of deponent, the same was in no part altered or changed.

JOHN D. WOLFE.

Sworn this 6th day of April 1835, before me.

JAMES CAMPBELL.

In the matter of proving the last Will and Testament of Thomas A. Ronalds, deceased.

COUNTY OF NEW YORK, *ss.*

Be it remembered that on the fifth day of May, in the year one thousand eight hundred and thirty five, before James Campbell, Surrogate of the County of New York, personally appeared John W. Francis, who, being by the said Surrogate duly sworn and examined, doth depose and say that this deponent was well acquainted Thomas

A. Ronald, now deceased, that he was present as a witness and did see the said Thomas A. Ronalds subscribe the instrument now produced and shown to the deponent, purporting to be the last Will and Testament of the said Thomas A. Ronalds, deceased, bearing date the twelfth day of March, in the year one thousand eight hundred and thirty-five, at the end thereof, that such subscription was made by said Testator in the presence of this deponent, that the said testator at the same time declared the instrument so subscribed by him, to be his last Will and Testament—whereupon this deponent signed his name to the end thereof, at the request of the said Testator, and that the said Testator, at the time of executing and publishing the said last Will and Testament, was of full age, of sound mind an memory, and not under any restraint, and was in all respects competent to devise real estate.

JOHN W. FRANCIS.

Sworn this 5th day of May, 1835, before me.

JAMES CAMPBELL.

In the matter of proving the last Will and Testament of Thomas A. Ronalds, deceased.

COUNTY OF NEW YORK, *ss.*

Be it remembered that on this fifth day of May, in the year one thousand eight hundred and thirty-five, before James Campbell, Surrogate of the County of New York, personally appeared Nicholas Dean, who being by the said Surrogate duly sworn and examined, doth depose and say that this deponent was well acquainted with Thomas A. Ronalds, now deceased, that he was present as a witness and did see the said Thomas A. Ronalds subscribe the instrument now produced and shown to the deponent, purporting to be the last Will and Testament of the said Thomas A. Ronalds, deceased, bearing date the twelfth day of March, in the year one thousand eight hundred and thirty-five, at the end thereof, that such subscription was made by the said testator in the presence of this deponent, that the said testator at the same time declared the instrument so subscribed by him to be his last Will and Testament—whereupon this deponent signed his name at the end thereof, at the request of the said testator, and that the said testator at the time of executing and publishing the said last Will and Testament, was of full age, of sound mind and memory, and not under any restraint, and was in all respects competent to devise real estate.

N. DEAN.

Sworn this 5th day of May, 1835, before me.

JAMES CAMPBELL.

In the matter of proving the last Will and Testament of Thomas A. Ronalds, deceased.

Be it remembered that on this sixth day of May, in the year one thousand eight hundred and thirty-five, before James Campbell, Sur-

rogate of the County of New York, personally appeared Catharine Lorillard, who, being by the said Surrogate duly sworn and examined, doth depose and say that this deponent was well acquainted with Thomas A. Ronalds, now deceased, that *he* was present as witness, and did see the said Thomas A. Ronalds subscribe the *the* instrument now produced and shown to the deponent, purporting to be the last Will and Testament of the said Thomas A. Ronalds, deceased, bearing date the twelfth day of March, in the year one thousand eight hundred and thirty-five, at the end thereof, that such subscription was made by the said Testator in the presence of this deponent, that the said testator at the same time declared the instrument so subscribed by *her*, to be *her* last Will and Testament—whereupon this deponent signed *his* name at the end thereof, at the request of the said Testator, and that the said Testator at the time of executing and publishing the said last Will and Testament, was of full age, of sound mind and memory, and not under any restraint, and was in all respects competent to devise real estate.

C. LORILLARD.

Sworn this 6th day of May, 1835, before me.

JAMES CAMPBELL, *Surrogate.*

COUNTY OF NEW YORK,
Surrogate's Office.

Recorded the preceding last Will and Testament of Thomas A. Ronalds, deceased, with the proofs and examinations taken thereon, as the last Will and Testament of the real and personal estate of said deceased, which record is duly signed and certified by me, pursuant to the provisions of the revised statutes, this sixth day of May, in the year of our Lord, one thousand eight hundred and thirty-five.

JAMES CAMPBELL, *Surrogate.*

THE PEOPLE OF THE STATE OF NEW YORK. By the Grace of God, Free and Independent:

To all to whom these presents shall come or may concern, Send Greeting:

Know ye, that at the County of New York, on the fifth day of May, in the year of our Lord, one thousand eight hundred and thirty-five, before James Campbell, Esquire, Surrogate of our said County, the last Will and Testament of Thomas A. Ronalds, deceased, (a copy whereof is herewith annexed) was proved, and is now approved and allowed by us; and the said Thomas A. Ronalds being at or immediately previous to his death, an inhabitant of the County of New York, by reason whereof the proving and registering of the said Will, and the granting administration of all and singular, the goods, chattels and credits of the said testator, and also the auditing, allowing and final discharging the account thereof, doth belong unto the Surrogate of the said County, the administration of all and singular the goods, chattels and credits of the said deceased, and any way concerning his

Will, is granted unto Maria D. L. Ronalds, the Executrix, and John D. Wolfe, the executor in the said Will named, they being first duly sworn, faithfully and honestly to discharge the duties of said Executrix and Executor.

In Testimony whereof, we have *called* the seal of office of our said Surrogate to be hereunto annexed. Witness, James Campbell, Esquire, Surrogate of our said [L. S.] County, at the City of New York, the eighteenth day of June, in the year of our Lord, one thousand eight hundred and thirty-five, and of our Independence, the fifty-ninth.

STATE OF NEW YORK, City and County of New York,
Surrogate's Office, ss.

I, Charles McVean, Surrogate of said County, and acting as Clerk of the Surrogate's Court, do certify, that I have compared the annexed copy of the records of the last Will and Testament of Thomas A. Ronalds, deceased, and the Letters Testamentary granted thereon, both the original records thereof now remaining in the office, and have found the same to be a correct transcript therefrom, and of the whole of such originals.

In testimony whereof, I have hereunto set my hand and [L. S.] affixed my seal of office, this fourth day of January, in the year one thousand eight hundred and forty-eight.

CHARLES McVEAN, *Surrogate.*

STATE OF NEW YORK, City and County of New York,
Surrogate's Court, ss.

I, Charles McVean, Surrogate of said County, and presiding Magistrate of the Surrogate's Court, do certify that the foregoing exemplification of the records of the last Will and Testament of Thomas A. Ronalds, deceased, and the Letters Testamentary granted thereon, is authenticated in due form.

In testimony whereof, I have hereunto set my hand and [L. S.] affixed the seal of the Surrogate's Court, this fourth day of January, in the year one thousand eight hundred and forty-eight.

CHARLES McVEAN, *Surrogate.*

THE STATE OF ALABAMA,
Franklin County, ss.

I, James H. Trimble, Judge, &c. of the Court of Probate of said County, and by virtue thereof Clerk of said Court, do hereby certify that the foregoing sheets contain a true and correct transcript of the last Will and Testament of Thomas A. Ronalds, deceased, of the State of New York, which transcript was duly proven at a regular term of said Court, begun and held at the court house in the Town of Frank-

fort, in said County, State of Alabama, on the 11th day of October, 1852, and recorded in said Court.

In Testimony whereof, I have hereunto set my hand and [L. S.] seal of Office, at Office, in the Town of Frankfort, this the 30th day of October, 1852.

Test, JAMES H. TRIMBLE, *Judge P. C.*"

(Endorsed,) "(Will.)"

(*Acct. marked* J. H. L.)

(The account marked J. H. L. referred to in said Master's report.)

"RONALDS, Ex's. *vs.* COX.

The letters in black in the left denote the items—The figures in red ink on the right, denote Lewis' letters to Ronalds.

The figures in black refer to Ronalds' letters to Lewis.

The letters in red ink on the right refer to Complt's depositions and other evidence.

(A.) Cash of Armor.

2 Shows Lewis rec'd draft drawn by Holloway and Willis, and accepted by Armor for $5000.

3d. Shows that he received one other bill drawn by J. Cox, accepted by Armor for $3900, that on these bills he had attached $40,000 of Armor's property. Armor's Agent trying to get him to collect as much as he could of H. and W., but he declines unless indemnified.

4th. Attachments brought Armor to right about face—As agent is trying to place collaterals in his hands to pay these debts—but he shall be very difficult without the cash. Rest *assured the debt is entirely safe.*

5 Says Armor's release and surrender in Orleans will not avail him here.

7 Says Armor has answered the bill and left—will get a decree in May, and has no doubt will make the money.

11th. Armor's agent gave him collaterals $3000, in good paper and $5000 in bad. Armor is trying to transfer these claims to others—A bill must be filed to prevent it—*The money will be in hand in summer or fall.*

12th. Prospects of getting money on Alabama claims brightened of late.

B. Suit in Chancery *vs.* Armor shows that Lewis' attached debt from A. G. Morgan, *secure* by him on lot 47 and four negroes—a judg't vs. J. and J. Estill for $30,000, a debt on J. and E. Atkinson of Franklin County, H. M. Tyrrell and John and James Webb, of Limestone—And that Lewis on his own motion dismissed the suit after he had got these collaterals.

6 H. Cook *vs.* Lewis, et al. Chancery.

J. Cox sold amongst his own, a negro of Cook's for $600, and took Gerault's notes for about $3000, that Armor gave Gerault's notes to the Webbs and took theirs for about $2600. Armor's agent gave these notes with others to Lewis—Lewis admits it and tacitly admits its collection—J. Cox's deposition proves he collected it.

L. Deposition of John and Robinson Webb shows Lewis collected this debt.

REMARKS—

We hold Lewis bound for this debt—He does not account to us for one dollar of it. We make positive proof of judgments of some of the collaterals and the presumption is fair that he collected all. If he did not that is his own look out, for according to his own showing he at one time had the whole debt entirely safe, and he could do *not* no act, by which we are to loose without making himself liable for that loss.

(C.) Cash of Ronalds' Admin.

7th. Shows he rec'd bond on M. Ronalds.

11th. Says Hogan's paid M. Ronalds debt in notes.

12th. Shows payments upon this debt.

20th. Shows payments upon these debts.

32 Shows payments also.

D. John Hogan's deposition shows that on 10th Septr. 1827, he paid Lewis $5703.

13th. At request of Hogans, took pay in paper.

(B.) A. P. Horton's note.

1st. Shows that Lewis rec'd this note.

11th Apl. 1827. Shows that Horton will not pay promptly, but will recover the debt.

10th. All your affairs in my hands doing well and will be ultimately safe.

12th. Prospects of realizing from Alabama, brightened of late said Horton's 1st note.

15th. Got judgment on Horton's first note. *Trust* rely on the property, which worth the debt—Will do every thing to accelerate.

21 Says B. Cox has been trying to settle with Horton—But cannot get it below 550.

N. Shows land was taken back fror Horton and he to be paid for improvements—This deed is on file in Horton, use &c. *vs.* Ronalds, Circuit Court.

Horton's notes were given for land sold by J. Cox to him—Therefore Vender's lien existed, which lien should have been enforced—If enforced at the time Lewis said the land was worth the debt, the debt could have been made—But instead of doing this he took a mortgage—This did not enlarge Ronalds or remedies. But worse than this, he afterward takes back this my land and agrees to pay Horton for improvements—Thus not only losing the debt but subjecting Ronalds to a suit and possible recovery for a large amount of money.

D. Rent of Iron Works—1826.

A. Shows that in 1826 Ronalds *bough* ⅛ of the Iron Works from J. Cox.

6th. Sept. 1826 shows the same facts, and that Lewis took the title thereto in his own name—property is seven qrs. sections of land and improvements.

8th. Could not sell to Whiting & McLaughlin—But sold to William G. Hill for $4000. 1826.

3d. Much pleased with the property and offers to McLaughlin—Neither care nor diligence should be wanting.

10 1827. Stayed 3 days at Iron Works, let Whiting have one thousand dollars—Is convinced it will be a money making business. Regrets he did postpone to buy and now proposes it. Hill gives up to buy, if he can borrow $12000.

11 Still wishes to buy.

12th. Still wishes to buy—Lent Whiting $800 more—With two sums he paid off all the hands—Works gone out of blast for the season—Made 80 or 90 tons pot metal and 100 tons of pig iron—He has confidence in Whiting, at all events Ronalds' interest shall *be* be attended to.

13th. 1827. After prodigal management, Whiting & M. sold to Napier—Promises Lewis Napier's paper—They lost money because they had to sacrifice metal to meet engagements—He in regard to R's ⅛ made Napier 3 propositions, one of which he agreed to take.

1st. To buy at 2 years for $4000 or for larger amount on longer time—Or to rent at $800 a year for 5 years, giving good security.

15 By 15 Jany. next Napier to decide which of the propositions he will take—He has made a good bargain.

31 When in repair, they will rent for $1500 a year and be returned in good repair—With all incumbrances it will pay Ronalds' agent and interest upon investment—The investment less than $12000.

38 Still willing to buy, says they rent for $1000.

29th. 1830. With some improvements would lease for $1500.

40 Says furnace stack has fallen and renter abandons the land—Napier rented—property valuable improve—It lay idle from 1822 to 1828—Has not settled with Napier.

43 Has managed the works for several years, knows them well, proposes to buy and make improvements—When improved he could rent them for $2500 a year.

G. Depositions of witnesses show he got castings.

E. Note on J. Cox $600.00.

1st. Shows Lewis rec'd this note.

E. Deed of Trust from Cox to Lewis shows an abundance of property to pay the debts.

[14] Ronalds says this note must be collected and money sent forthwith.

[15] Says he is waiting to receive the money due from Cox.

[15½] Is surprized Cox has not paid.
12th. Lewis asks if he shall collect this money.
13th. Advertised Cox's property in September, 1827 to sold in October.
15 Has not sold Cox's property, who left all.
16 Cox's property in care of servant, Jany. '28.
21 Decr. '28. Says advertised Cox's property—In his absence Sheriff sold it—and he sued Sheriff.
O. Suits in County Court, Lewis *vs.* Caruthers—Lewis took a nonsuit.
F. Rent of Iron Works, 1827.
Refer to D.
G. Rent of House, 1827.
See depositions.
H. A. P. Horton's note, see (B.)
I. Whiting & McLaughlin's note.
5. Three notes were given for ⅔rd Russel Valley Iron Works—Whiting & M. to come over and get their assignment—No adequate security for these notes but he will get one.
6th. Shows that he took these notes in discharge of two bills of $10.000.
8 Sold the ⅓d to Hill—This enables W. & M. to go on and they will succeed.
10 Lately visited the Iron Works and is confident the debt on Whiting & M. will be paid.
12 Prospects brightening.
13 W. and M. sold to Napier and promised Napier's paper—Napier to give as surety M. Bell, the richest man in Tennessee.
31 If they had managed rightly they could have paid the debt.
41 Shows the assignment of their notes.
J. Rent of Iron Works, 1828.
F. Witnesses in Huntsville, about castings.
G. Deposition of Richard S. Jones shows that Lewis rented the works to Napier for five years at $2000 a year, and will probably show the value of the land.
D. Hagan's deposition may show this too.
3 Shows that Napier rented.
For balance, see D.
K. Rent of house, 1828.
L. A. P. Horton's note, see (B.)
M. Whiting & McLaughlin's note, see (I.)
N. Rent of Iron works, 1829, see (D. and J.)
O. Rent of house, 1829.
P. Failure to wrest Robinson's claim, and then to enforce that claim *vs.* B. Cox.
Ronalds accepted bills which were to pay the debt of J. and B. Cox—A. Robinson hold the bills and sued Ronalds on the smaller one.

2 Says B. Cox gave him renewed assurances that he would take up these drafts—In this he shall not fly the track.
4 Robinson has not arrived. B. Cox will be obliged to arrange it, and says he will arrange it so as to save you from harm or difficulty.
5 Robinson is here, but has not settled with Cox, I think he will do it. Bartley has made a liberal offer to settle these bills—Robinson has only paid the $1500 bill—Lewis has already persuaded Robinson he can get nothing here.
6 Robinson has left without settling with Cox. Fears he intends attaching—Cox offered payments.
19 Robinson sued Cox on note for $5000, to pay which the bill was drawn. B. Cox offered to pay Robinson in 1, 2 and 3 years with interest—Ronalds has nothing to fear on account of his connexion with the Cox's.
15 From Cox's statement which he believes, Robinson has recd. payment of bill for $1500 and $2000 on the larger bill.
21 Gives a history of these bills.
16 Has seen Cox's settlement with Robinson, which leaves only $2200 in favor of Robinson.
19 It has been discovered that Robinson owes J. Cox $5000. Cox drew on Armor in favor of Robinson for this sum, which Armor paid—A few days ago Armor said he had paid it. Armor's deposition to be taken—On this proof he will get Ronalds off—B. Cox says Robinson offered to exchange receipts.
26 Says judgment *vs.* him on Sci. Fa. has bail.
P. Suit in Circuit Court, Robinson *vs.* Ronalds, judgment was rendered by default.
Cox's deposition shows he was solvent.
29 Shows Ronalds discharged. [32]
[6] Shows Cox's promise. [11] [27]
R. Horton's note, *see* (see (B.)
S. Whiting & McLaughlin's note, (see (J.)
T. Drft. fav. Toland.
32 & 28 Sustain this item.
A. 1 Rent of house, 1830.
B. 1 Rent of Iron Works, 1830, (see D. and J.)
C. 1 Your drafts.
34 & 36 Sustain these items.
D. 1 Your draft.
37 Sustain this.
E. 1) Rent of house, 1831.
34 And depositions show this.
F. 1) Rent of Iron Works, 1831, (see D. and J.)
G. 1 Rent of house, 1832.
H. 1) Rent of Iron Works, 1832, (see (D. and J.)
I. 1) Rent of Water Works, 1832.

12 It is the opinion of every body Water Works will yield well.
29 Applied to Morgan to send his accounts. If he failed—offers to settle it for Ronalds—The works ought to yield a handsome revenue.
35 The Works yield a revenue, and it is R's fault if he does not get. Says Morgan told him he rented them at $650 a year, and will not give them up till the end of the year.
34 Morgan designs surrendering the works to you on 1st July, 1831.
40 Sept. 1832. Crun collected 1st half year, and will make his report soon.
44 Found so many errors in collector's accounts, could not sooner comply with request.
And he appointed John C. Finley to collect.
H. Morgan's deposition shows he surrendered the works to Lewis.
I. Neeley's deposition shown.
J. Crun deposition shows he was appointed by Lewis, collected the rents and paid them to Lewis.
[57] Ronalds says he presumes Lewis is paid out of rent of house and Water Works.
[45] Shows Lewis' authority. [46] Same.
Ff. Rent of Works, 1834.
Refer to proofs under head (V.)
Gg. Rent of Iron Works, 1834.
Refer to proofs under head.
Hh.) Cash of Cox.
Mortgage. Shows Lewis' receipts.
Ii.) Cash of Rice.
53 Shows sale and price.
Jj. Rent of house, 1835.
Kk. Rent of Water Works, 1835.
Ll. Cash of Cox.
71 & Mortgage. Prove this sum.
Mm. Rent of Iron works.
Nn. Cash of Rice.
53 Shows this.
Oo. Cash of Cox.
Mortgage. Shows this sum.
Ss. Cash of Cox.
65 & Mortgage. Prove this sum.
Tt. Cash of Cox.
67 & Mortgage. Shows this sum.
C. 3 Cash of Cox.
71 Lewis' letter shows this.
K. Also Patteson's report and Lewis' receipts.
D. 3 Cash of Thomas.
L's ac't. Lewis' account admits this.
M. Thomas' deposition shows this also.
G. 3 & H. 3. Cash of Cox.

K. Patteson's report and Lewis' recpts. prove this.
July, 1830. Says the sum loaned Whiting is now greatly diminished.
38 Relates to covenant which Lewis offered to send to me and said he would file.
44 Refers to an agreement between Whiting and Lewis.
26 Says Cox expects to be pressed by the Powell debt which was to protect Ronalds from acceptances.
29 Says Robinson got judgment *vs.* Cox. This discharges Ronalds from acceptance of $4500.
Allowance of 25 per cent. commissions.
Letter 6. Shows that Lewis undertook to recover debts for 2½ and collect and remit for five per cent.
In his account filed he does not charge higher than 7½ per cent."

(*The paper marked B.*)

The paper marked B.

		Int. till 4 Dec., 1844.	
1826, May 4, Exchge on $10,000 for B. Cox note, 10 p. c. " 2½ p. c.	250 00	18, 7,	371 66
Sept. 24, Exchge on $12000 for B. Cox note, 8 " 2½ p. c.	300 00	18, 4,10	436 66
1833, Aug't 28, Securing by mortgage B. Cox note for 12000, 2½ p. c.	300 00	11, 3,	270 00
1826, Sept. 14, Securing of by mortgage A. P. Horton note for 3600, 2½ p. c.	90 00	18, 2,10	131 02
1828, Aug't. Cancelling Horton's note and mortgage and getting bank land,	270 00	16, 3,	351 00
1826, Sept. 26, Securing Whiting & McLaughlin's notes, 8051.23 2½ p. c.	216 27	18, 2,	313 92
1832, Sept. 27, Securing McLaughlin's interest, ⅓ 4200 " 7½ p. c.	315 00	12, 2,	306 60
1826, Sept. Taking J. Cox ⅓ Russell Valley Iron Works, 4200, 7½ p. c.	315 00	18, 2,	457 80
Sept. 26, Liquid. ½ of 10000 Bill on Brick House and lot, 7½ p. c.	750 00	18, 2,	1090 00
1838, Commissions on sale of Water Works, 2500 " 5 p. c.	125 00	" "	" "
1829, Dec'r. Charge in case $4700 of yrs. A. Robinson, (foreclosure) 5 p. c.	235 00	16,	300 00

			Int. till 4 Dec., 1844.		
	Taking collateral paper Ronalds' Estate, 4800 " 2½ p. c.	121 25	17,	" "	154 88
	Drawing deed of trust on J. Cox property,	5 00			
	Recording same,	2 00			
1826,	Prosecuting Sh'ff. Neale for levying on property in trust,	20 00			
	Filing Bill in Chancery, Attachm't *vs.* Armor,	50 00	18,	" "	72 00
1830,	Costs of suit Federal Court,	17 00			
	Mch. 27, Defence in suit Robinson *vs.* you $1807.50 " 2½ p. c.	45 18			
	Defence on Sci. Fa. $2014.44,	50 35			106 40
	Commission on Hill & Alsobrook note, 78 " 5 p. c. 3 90				
	Commission on house rent 32 & 33 to Perry, $500 " 5 p. c. 25 00	28 90	11,	" "	22 00
	Commission on house rent 34 & 35, 502 " 5 p. c.	25 10	9,	" "	18 00
1834,	Commission on house rent to Fearn, 316.66 " 5 p. c.	15 83	13,	" "	16 38
	Aug. 12, Commission on collection of B. Cox, $600 " 5 p. c.	30 00	10,	3, "	24 80
1836,	Jan'ry 1, Commission on collection of B. Cox, $1500 " 5 p. c.	75 00	9,	" "	48 00
	Continued,	3651 88			4491 12
	Amount brought forward,	$3651 88			4491 12
1836,	Nov. 15, Commission on collection of B. Cox, 3000 " 5 p. c.	150 00	8,	" "	96 00
1839,	Nov. 9, Commission on collection of B. Cox, 3507 " 5 p. c.	175 35			70 80
1844,	Disc't on same, $55 " 5 p. c.	2 75			
	May, Decree *vs.* Cox, 10.177 " 5 p. c.	503 85			20 00
	Recording mortgage from Cox in 2 counties,	4 00			
	Recording deed from McLaughlin, (Russellville,)	2 00			
	Commissns. 1st instalm't from Rice, $3000 " 5 p. c.	150 00			108 00
	Commissns. 2 instalm't from Rice, 1610 " 5 p. c.	80 50	8 yrs.		51 20

			Int. till 4 Dec., 1844.
Commissns. 3 instalm't from Rice, 1738.67	86 93	7 yrs.	48 65
	$4807 26		4885 77
Interest per margin,	4885 77		
	$9693 03		
1830, Sept. 13, Commission collection from Cockburn & Davis, $411			
" 5 p. c.	20 56		
Int. to 1 Feb'y, 1845, 14 yrs. 11½ mo.	23 57		
Int'st on above am't of charges say $4807.26, from 4 Dec., '44, to 1st Feb'y, 1845,	58 76		
Amt. 1 Feb'y, 1845,	$9795 92"		

(Endorsed,) "B." "Filed 25 Nov'r, 1850.
Test, B. T. MOORE, *Clk.*"

(*Paper marked B.*) (2*d*)

(Another paper marked B.)

Dr. Thomas A. Ronalds in acco't. current, (Inst. to 1st Feb'y, 1845,) with John H. Lewis, Cr.

Date.	Principal.	Time.	Interest.
1829, Oct. 1, To recording, 4; Sheriff, 30.31; Taxes, 15; advertising, 8,	57 31	15, 4, "	70 23
1830, Mar. 27, To cash pd. Robinson *vs.* you, Sci. Fa.	2014 66	14,10, 5	2392 92
1831, Jany. 18, To State and County taxes, 6.00; Fearn, for improvements, 201.63,	207 63		
Jany. 18, To Corporation taxes for 1830,	12 15	14, " 14	246 80
May 1, To Bibbs' bill for improvements,	155 43	13, 9,	171 00
17, To Cash of Col. Lindsey,	900 00	13, 8,15	987 00
Sept. 26, To cash of Col. Lindsey,	500 00	13, 4, 6	534 00
Oct. 12, To Corporation taxes, 1831,	8 00	13, 3,19	8 49
1832, Feb'y 3, To State and County taxes,	6 75	13, " "	7 02

Date.	Principal.	Time.	Interest.
May 3, To costs of suit in Chancery *vs.* Armor,	59 37	12, 8,28	60 53
Oct. 30, To Corporation taxes, '32, $10; deed, $3; recording, $2,	15 00		
To note to McLaughlin,	500 00	12, 3, "	504 70
33, May 1, To State and County taxes 6.75; Corporation do. $10.00,	16 75	11, 9,	15 74
1834, June 10, To cash for disbursements,	1710 44	10, 7,20	1455 77
July 1, To glazing, 15.62; Brandon's bill, $17; locks, 6.62; Corport. Taxes, $30; State, $4.50.	73 74	10, 7,	62 44
1835, Feby. 16, To State, 3.00; Jones, 16.00; Cedar, 12.00; Paid 9.00,	40 00	9,11,16	31 87
Nov. 28, To check $1000; prem. $10; State tax, '35, $4,	1014 00	9, 2, 4	744 49
1836, Feb. 1, To Surveying, 2.00; Taxes, '35, $10; advertising, 6.50,	18 50	9, " "	13 32
July 15, To draft for,	500 00	8, 6,15	341 67
1837, Apl. 15, To do. on Baldwin amnt. recd. of Cox,	3000 00	7, 9,17	1871 33
Aug. 18, To do. Veitch, 1230.00; Wallace, 100 00,	1330 00	7, 5,13	792 69
1839, Nov. 20, To do. Finley's bill, $500, nett,	480 00	5, 2,10	199 48
1840, May 20, To do. P. your draft,	120 00	4, 8,10	45 00
1844, June 10, To Greenway, Henry & Smith,	1075 72		" "
Sept. 12, To Martin, Pleasants & Co.,	881 99		" "
1845, To balance of int. to Cr. side,			966 47
Feb. 1, To Balance,	2685 48		11522 96
1845,	$17382 92		
Feby. 1, To Amnt. of bill of charges and intst.,	9795 92		
1845,	$9795 92		
Feb. 1, To balance per contra,	$7110 44		

Date.	Principal.	Time.	Interest.
1828, Decr. 14, By balance this date,	78 91	16, 1,17	101 74
1830, Mar. 27, By Drft. favr. Toland,	507 50	14,10, 4	602 68
Sept. 13, By Cash of Cockburn & Davis,	413 23	14, 4,19	475 60

		Principal.	Time.	Interest.
1831, Jany. 18,	By house rent of Fearn,	316 66	14, "14	356 00
May 17,	By sundry Drfts. fav. Whiteman and others,	911 59	13, 8,15	999 62
3,	By house rent of Speck,	112 00	13, 8,28	123 20
Aug. 28,	By drft. favr. Jaffrey,	500 00	13, 5, 4	537 12
1832, Jany. 13,	By house rent for 1831,	250 00	13, "19	261 06
Apl. 27,	By cash of Hill and Alsobrook,	78 00	12, 9, 5	79 65
1833, Jany. 1,	By house rent for 1832,	250 00	12, 1, "	241 67
1834, Jany. 1,	By house rent for 1833,	250 00	11, 1, "	221 67
June 10,	By Dft. favr. Goble & Thomas, 671 74			
	R. Jaffrey & Co., 202 37			
	N. Marasche, 531 —			
	C. J. Lane, 100 —			
	T. S. Callender, 157 74	1662 85	10, 7,22	1416 02
Augt. 12,	By cash of B. Cox,	600 00	10, 5,20	502 67
1835, Jany. 5,	By house rent for 1834,	250 00	10, "27	201 50
1836, Feby. 6,	By ditto for 1835 and Intst.,	252 00	8,11,25	181 16
Jany. 1,	By cash 1st Instalment for house,	3000 00	9, 1, "	2180 00
1835, May 4,	By ditto of Bartley Cox,	1500 00	8, 8,28	1049 33
1836, Nov. 15,	Ditto of ditto,	3000 00	8, 2,17	1971 33
1837, Oct. 18,	By part Kent's opinion,	26 00	7, 3,14	15 16
1844, June 10,	By Cash of B. Cox,	1075 72		" "
Sept. 12,	By ditto ditto,	881 99		
Decr. 9,	By ditto of Thomas,	500 00	1,22	5 78
	By Balance of interest,	966 47		
				11522 96
		$17382 92		
1845, Feby. 1,	By balance of cash acct., and intst.,	2685 48		
"	By balance,	$7110 44		
		$9795 92"		

(Endorsed,) "Copies of accounts rendered J. F. Thomas, Agent for T. A. Ronalds, (and marked) "B."

"Filed 25 Nov., 1850. Test, B. T. MOORE, *Clk.*"

(*Letter No.* 1.)

Complainants' proof referred to in said Master's Report.

Letter No. 1.

"Huntsville, May 30th, 1826.

Received for collection and management, the following claims of Thomas A. Ronalds, of New York, viz.

One promissory note signed Bartley Cox, dated 4th of May, 1826, payable to Joshua Cox or order, eight years after date, for twelve thousand dollars.

Also one note signed Joshua Cox, secured by deed of trust to John H. Lewis under date 30th May, 1826, and payable 1st of September, 1827 to Thomas A. Ronalds for six hundred dollars, 600.

Also one note signed Andrew P. Horton, dated May 20th, 1826, payable to Joshua Cox or order one year after date, for six hundred dollars, 600.

Also one note signed Andrew P. Horton, dated May 20th, 1826, payable to Joshua Cox or order, for one thousand dollars, two years after date, 1.000.

Also one note on sd. Andrew P. Horton, dated May 20th, 1826, payable to Joshua Cox or order three years after date, for one thousand dollars, 1.000.

Also one on the same per son dated 20th May, 1826, payable to sd. Cox or order four years after date for one thousand dollars, 1.000.

The above notes of A. P. Horton are secured by mortgage.

Received in lieu ot the first note on Bartley Cox—his B. Cox's note for twelve thousand dollars dated 4th May, 1826, payable eight years after date. JOHN H. LEWIS, *Atto. at Law.*

Huntsville, Alabama."

(Endorsed,) "(No 1.)"

(*Letter No.* 2.)

Letter No. 2.

"Huntsville, June 9th, 1826.

Dear Sir:—I have just returned from south the river. Mr. Whiting fears they are not able to buy for the present but will write to his partner. I feel convinced that it is worth the money allowed for it and will give you shortly a detailed account of its situation. If I had control of my funds I would buy it. Mr. W. consents to let you off the partnership, though with great difficulty. He is going on well and will get in blast this winter. I notified Horton of the assignment of his notes to John D. Wolfe also B. Cox. Bartley refused to exchange the note until he sees Joshua. He will do it I have little doubt—if he does not I shall attach Banks Miller and K. property on the Bells, and also shall hold all I have got. Bartley gave me renewed assurances of his determination to take up the Abner Robinson drafts, in this he shall not fly the track. Should Abner Robinson by Charles not send them on here, let me know it. Your

Holloway draft of $5000 I found on my return to this place in the hands of Messrs. Clay & McClung. I addressed Mr. McC. a note and he brought it to me. I have written for Mason and will not stop until it is all arranged. I wish I had the $3800 draft as Mr. Armour's acceptance are coming in. Day before yesterday I received 3400, it was sent here to collect from Tilford on Armour; its settlement has been measureably agreed on without molesting Mr. Armour's rights here. I wish you to call on Mr. E. & G. Rogers to whom Messrs. R. & Gracie have consigned our business, and get them to accept our bill for 800 in favor of Renhard & Senat, as our Cotton must *be* all have arrived before this reaches you in New York, or if lost, it is all *shpped* and insured. I am in great haste, consequently you must excuse my laconism. I will not forget or lose sight of your interest under any circumstances.

With respect, your friend,

JOHN H. LEWIS.

THOMAS A. RONALDS.

P. S.—The certificates for the Iron Works have not yet been assigned, owing to accident, consequently I cannot send you a receipt on Whiting's 3 notes of 2686.75 each, but will do so. I will also include in the receipt for this Bill of $5000, drawn by Holloway, and accepted by Armour at ten months. L."

(Endorsed,) "(No. 2.)

(*Letter No.* 3.)

Letter No. 3.

"Huntsville, June, 20th '26.

DEAR SIR:—I have just obtained from the Court of Equity, a Chancery attachment against Mr. Armour's effects for the two Bills, one of 5000$ and the other of $3900, remitted by Mr. Sequin to Messrs. Clay & McClung. As I have attached about $40.000 of Mr. A's effects, I think I shall bring him to the right about face. I am not certain that Joshua Cox will be able to let Bartley's note at 8 years as contemplated, though he, Jos. thinks there will *will* be no difficulty. To obviate any difficulty I have taken out an attachment against Banks, Miller and Kincaid's effects in Col. Camp's hands; he owes about 15 or 1600. In this business, as in every other connected with your interest here, I shall, in the absence of instructions, do as I would with my *my* own business. I have not as yet got the certificates acknowledged—though I do not anticipate much difficulty on *on* that score. So soon as I do I shall send my receipts for Whiting's & McLaughlin notes for $8668.75. I wrote you in my last relative to my trip to Russell Valley Iron Works. I am much pleased with the property. I have written to Mr. McLaughlin offering your interest in them. I entertain the hope that he will be able to purchase and expect a letter in answer in a day or two—Rest assured that neither vigilance

or industry will be wanting to secure to the fullest extent your interest in this question. Mr. Tyrell Armour's agent wishes me to secure what I can from Holloway & Miller, but I say to him if I get what can be got from Holloway & Miller, Mr. A. will have no inducement to settle the residue—and now if he apprehends any danger from H. and M. if he will give me ample indemnity I will go on and secure what can be got from them. I also gave him my written opinion yesterday—if the money on the $3900 draft was collected from H. and M. they could not, altho' Indorsers, recover it from Armour—he being an accommodation acceptor, and the money was raised for a joint speculation for the drawer, and under every and all the facts within the knowledge of the Indorsers. This I think will make him expedite the business—as by it little or no loss will accrue to him. The last Session of Congress has given us two U. S. Courts here sitting in July and January in each year. It will give us great facilities in business. Times are growing more and more squally, and if I mistake not, some of the Pearl street gentry will find it out ere long.

Best Wishes,

JOHN H. LEWIS.

THOS. A. RONALDS, Esq.

P. S.—Did you call and see Rogers & Gracie? don't let us feel any harm from that quarter."

Endorsed, "(No. 3.)"

(*Letter No.* 4.)

Letter No. 4.

"Huntsville, July 16th, 1826.

DEAR SIR:—I have just received your favor of 23rd ult. I informed you in my letter of 29th ult. that I had attached about 40.000 of Mr. Armour's effects here for the two bills of 5000 and 3900—The Court subsequently made an order that if defendant would give bond and security on 12000, might go on and collect what was due him and hold it subject to the order of the Court, at the same time, leaving the injunction on all the real estate, owned directly or indirectly by Mr. Armour here. It has brought Mr. A. to the right about face, and he is endeavoring through *is* agent to place collateral security by good promissory notes in my hands to pay the debt—but I shall be very difficult without the cash, if it be possible for him to command it. He is to be here in 6 weeks, when I expect some defunctive arrangement; rest assured that the debt *is entirely safe* and that I shall press it heavily. Some difficulty occurring about the assignment of the certificates to Whiting & McLaughlin. I am not yet able to send a receipt for their notes, and expect to be compelled to take a 2nd trip to Russell Valley for its arrangement—relative to it I do not apprehend a serious difficulty. I informed you in my last that I could not get Bartley to give the 5 year note *as yet*, consequently I have made an arrangement to stop in Col. Camp's hands about

$1600 due Banks, Miller and Kincaid. I had drawn the attachment paper for that purpose, but after I wrote you I concluded to assign with Josh. Cox's consent, an amount of the bill sufficient to cover that amount. There exists not the slightest difference *betwen* Mess. Clay, McClung and myself—we harmonize perfectly and there is no rivalry between us. Feeling as I do a lively sympathy for your misfortunes, I have given a more than common attention to this business and shall ever bestow on it the extremity of care and vigilance having in view no other interest but yours. I have not as yet sold your share in the Iron Works, but have lately received a letter from McLaughlin stating that he would find a purchaser. I trust that you will recover your health, and that you will feel assured that my best attention shall ever be given to your interests here. Abner Robinson has not yet arrived, but is daily expected, your wishes in *this* particular shall not be forgotten. Bartley will be obliged to arrange it, and says he will arrange it so as to save you from harm or difficulty. In haste. God bless you,

JOHN H. LEWIS.

P. S.—Since you left this I have received as much professional business as I can attend to; we have also two Federal Courts held here by act of last Congress—it gives me great facilities in collection.

L—"

Endorsed, "(No. 4.)"

(*Letter No.* 5.)

Letter No. 5.

"Huntsville, Sept. 7th, '26.

DEAR SIR:—Your esteemed favor of July 15th and Aug. 16th, came to hand in due course of mail. The first would have been promptly answered but I was at that time on the way for Russell Valley Iron Works on your business. On my return I found it necessary to return to that place to arrange a most singular difficulty. When Cox bought the Iron Works he gave his brother as security under a power of attorney—this power it seems was lost, and Bartley refused to acknowledge anything about it. The Certificates for the land, though assigned, had never been legally acknowledged, and the commissioners refused to acknowledge until Bartley would say that he was bound. I at last prevailed on Bartley to acknowledge the fact, and on the 3rd trip got the regular conveyance to Joshua Cox. Whiting & McLaughlin are to be here on the 18th inst. to get their assignment of the ⅔rd, and when that is done I will send you my receipt for their notes. This pest Joshua Cox, altho' greatly inclined to shuffle, I can *coerce him to do*, and so on this score don't be alarmed. Bartley has consented to the giving of the 8 years' note for the 10. Although there was no adequate security for the notes of Whiting & McLaugh-

lin, I shall get one. Permit me to assure you that it has cost me more trouble and difficulty than all the professional business I ever had, and if it were not for your misfortunes, I would beg that you would release me from the trouble—it requires too much watching. This arrangement being completed, I shall surrender the Bills of $10.000 each. Mr. Whiting wants me to sell him your ⅓, but wants 1 and 2 years; he says that the best security can be given, and that its purchase will enable him to get a partner who is a capitalist, and will better enable him to pay his and McLaughlin's notes. Money they say is out of the question at present. If you would take 4000 in 1 and 2 years with best security let me know. I might screw more out of them, this it would depend on the partner they are to get. In the event of you thinking for the best, let me immediately know and depend on me for taking good security. Jos. Cox is as yet in the bounds and is likely to be. Consult your lawyer and see whether his being in the custody of the law here will excuse you for not having him forthcoming. I know it would if he were confined in a criminal charge, and I think the reasoning is the same in a civil suit. If it would, write me, add if he gets discharged in this case, I will have him in again so as to discharge you. He says he can't go to New York no how, and if he was able all he could say would be that he had paid you to settle it. He has nearly finished the house, and has enclosed it with cedar paling. I shall keep a steady eye on all your debtors, and if I find any of them growing ricketty, I shall take time by the forelock to get it secure. Armour will be here in 8 or 10 days, and then we shall come to some definative plan for the payment of the 2 bills, for which I have attached his property. His surrender and *release* in New Orleans will have no effect here—he will be coerced to a speedier settlement on the score of other attachments being against his property and effects here; (after mine) on his arrival I shall write you. Abner Robinson is here, but has not yet settled with Cox, I think he will do it. Bartley has made a liberal offer for the settlement of the Bills on which you are bound, but Josh. owes him more and he wants all settled at once. Robinson has only taken up the $1500 draft, and the other is in the Virginia Bank and awaits his arrival. I give my incessant attention to the business and have already convinced him, that he could get nothing here in as much as it was conveyed to Jno. D. Wolfe. I believe you instructed me to hold the money arising from Amour's acceptances for J. D. Wolfe, if not, tell me to do so, as I don't wish him to rely on anyone but Cox. I sincerely sympathize with you in your misfortunes and bad health, and hope a speedy change in both. I saw Mason at his house a few days ago, all well. God bless you,

JOHN H. LEWIS.

THOS. A. RONALDS."

(Endorsed,) "(No. 5.)"

2356

(*Letter No.* 6.)

Letter No. 6.

"Huntsville, Sept. 24th, 1826.

DEAR SIR:—Since my last of Sept. 7, I have closed the settlement of the two Bills of $10,000 each, date Sept. 20th, 1825, and accepted by Banks, Miller and Kincaid, payable 1st, 5th March, 1826. For those drafts, I took Whiting & McLaughlin's three several notes under date 23rd May, 1826, for $2886.75, say twenty eight hundred and eighty-six dollars seventy-five cents each, falling due the first, two years after date, second, three years after date, and the third, four years after date, all indorsed Joshua Cox, also an assignment of one-third of the Russell Valley Iron Works, being ⅓ of seven quarter Section of Land and improvements—this letter will be to you my receipt for them, and upon the reception of this, please include my receipt for the two Bills above stated. The interest on the Iron Works I took in my own name, believing that I would be able to find a purchaser, and that it would be more convenient to effect a transfer; of this fact I advised the Register, B. S. Pope, Mr. Whiting, McLaughlin and others. I must remark that even those debts will require *care and attention*, as well as the notes on Horton, who is a great scamp. Robinson has left this without settling with Cox, and I fear he designs attaching your interest in this quarter, more particular the funds *the funds* arising from Armour's acceptances; please obviate it by sending me an assignment to John D. Wolfe, also your interest in the Russell Valley Iron Works. I don't fear the balance, as Cox has offered him better payments, having at length ascertained somewhat the cost and trouble of this business. I can at length inform you for securing and arranging the payment of any debt, 2½ per cent. for collecting, and remitting 5 per cent. This is the minimum of what is ever charged by responsible Attorneys, and in every other case; since 8 years with Joshua Cox I have recd. 5 per cent., except with Tilford, who I charged 2½, altho' he promised a much larger fee. If this should appear large, I beg you to reflect that in this business I am not merely a lawyer, but agent, and have to devote quadruple the *the* time that mere professional business requires, which not only prevents my taking other business, but prevents me from reading; this same business has already cost me three trips to Russell's Valley, consuming 9 days each time, also an expense of $45, beside a great deal of vexation here. It will still require constant attention and some more *trips*. I forgot also to give you my receipt for Bartley Cox's note, payable in eight years, in the place of the one payable in ten years, for which I have already receipted you—this last note is dated 4th of May, 1826, and payable eight years after date, for twelve thousand dollars: you will also remit me the receipt for the twelve thousand dollars note due in ten years, for which this is taken in exchange according to contract. I shall continue to

guard your interest with vigilance, and if any any thing occurs to affect it, I will be the first to discover and apply the remedy. With my best wishes for your good health,

I remain your friend,

THOS. A. RONALDS. JNO. H. LEWIS.

P. S.—Mr. Armour has not arrived, but is in the neighborhood, and McLaughlin is still anxious to buy your $\frac{1}{3}$ in the Iron Works, but no money."

(Endorsed,) "(No. 6.)"

(*Letter No.* 7.)

Letter No. 7.

"Huntsville, Nov. 8th, 1826.

DEAR SIR:—Your two favors of ult. the first, enclosing Mason Ronald bond, dated May , 1826, and payable May , 1827, for $; the other, enclosing your transfer to John D. Wolfe, was received a few weeks ago, but the press of business, the Court being in Session, prevented an immediate reply. I immediately, on the receipt of the first, addressed a letter to John Hogin, requesting particulars of Mason's affairs; to this letter as yet I have recd. no answer, nor is it very material, as I design next week to visit that place in order to give you particulars. At present I apprehend by judicious management that I will be able to get your money without the delays of the law; there can be doubt if I have the facts correctly stated, but that all the property, both slaves and effects, belong to yourself and brother as heirs, that is, after debts are paid. Of the matter you shall hear definitely very shortly. I entirely approve of your course in regard to A. Robinson. Let him throw them back *on the Drawer*, and you must not at any hazard settle them. In fact, if it had been possible, it would have been the best course in regard to all the bills of Cox. Mr. Armour has been here, but arranged little of his business; he answered the bill I filed, and has left it for the law's delays; he said, having assigned his effects, he could not make an arrangement without the consent of the Attorney of the Syndic. As all the partners who are material have prepared their answer, I trust we will get a decree next May, in which event, I have no doubt of making the money. With my sincere sympathy for your suffering, and my best wishes for your happiness,

I remain your friend,

THOS. A. RONALDS. JOHN H. LEWIS.

Mrs. L. has been sick with fever, which delayed this one mail."

(Endorsed,) "(No. 7.)"

(*Letter No.* 8.)

Letter No. 8.

"Huntsville, Decr. 22nd, '26.

DEAR SIR:—The pressure of professional business prevented my visiting Franklin County as soon as I anticipated. I have just returned, and hasten to give you the result of my investigation of your brother's estate, and of my arrangements. John Hogan and his brother Arthur have administered on the estate, and an appraisement under our laws has taken place; his personal property, inclusive of crop, is estimated at a fraction above $8000; besides his debt to you, he owes some $2200, precise amt. not known. I could not find out how much he has paid on the Land, but they, Hogans, are certain that the land can be readily sold for cost and improvements, and have the money promptly paid in 1 and 2 years. I was very much pleased at the feelings they manifested; they said, that as it happened they were gratified that you would get all the property—that divided among them, it would have been a trifle. They readily consented to sell so much of the property, (personal) as would pay your bond on Mason, and have the notes executed direct to John D. Wolfe, in order to give us the jurisdiction of the Federal Court. The property is to be sold on 9 months' credit, and if I am not deceived in my calculations, I shall place the funds in New York in October next, or at least first rate bills on New Orleans, with interest payable March following; this will give you the cash at least 12 months sooner, or as much as if the notes were payable to the Hogans; the State Courts would have to be appealed to, and that would amount to a stop laws. In regard to the preference given to sealed instruments, our law gives no preference; nor is important, for there is enough beside the land. In regard to the Land, yourself and brother had better give the Hogans a power of attorney, immediately to sell the Land, as there are other instalments due on it, and it may be forfeited, and the administrators have no power to sell unless the personal property is deficient. To indemnify the Hogans from any harm arising from their satisfying your debt first, I offered them indemnity, which they readily accepted. This I done, as a right due them, in as much as the Law allows 18 months for all creditors to bring in their claims, and possibly there might exist some they do not know of. I could not close the bargain relative to the Iron Works to Whiting & McLaughlin on the terms proposed, and finding that they would not be able to succeed in the business unless they had more money, I preferred to deviate a little from your instructions, rather than jeopardize all the money due from Whiting & McLaughlin, and have made a sale of your $\frac{1}{3}$ to Wm. G. Hill, for $4000, payable in one and two years, in equal instalments, in January, 1828–29. This partner enables them to go on, and will, I feel confident, make them succeed. Without a partner of this kind, in all probability they would have been coerced to have sold out, and you know you have no security, the furnace being

ready to go into operation—money the only want, I had no time to get your views. I retain the title, which is not to be made *until final payment.* Whiting, McLaughlin & Hill would like for you to give them the expense of exporting pig Iron from New Orleans to New York, its price there, and whether it will bear exportation. It is their opinion that they can deliver on Tennessee river, at $8 per ton, and if any quantity could be sold with you, and it would bear exportation, it would enable them to blot out all your claims before they become due. As this extremity is important to them and you, I beg you to be particular, and give me the early result. If they can get fully in blast, I feel sanguine that all your demands on them will be very good. I have just received your esteemed present of 100 fine quills—they shall be used for your service. Accept my best wishes for yourself and family.

Your friend,

THOS. A. RONALDS. JOHN H. LEWIS."

(Endorsed,) "(No. 8.)"

(*Letter No.* 10.)

Letter No. 10.

"Huntsville, March 26, 1827.

DEAR SIR:—On my return a few days ago from Hamilton, Mississippi, I found in the office your letter and Mortgage to Jno. D. Wolfe. I do not know how it happened that I should have overlooked it, but I had already placed on record your mortgage for the same purpose, executed when here. Mr. Robinson has neither been here nor attached—Joshua Cox says, that Robinson wrote him that he had been sued in Richmond, on the bill. In the mean time, Robinson has sued Joshua and Bartley Cox on the note of $5000, for which the above bill was drawn as payment, and it is R.'s reliance to get himself free from the difficulty. B. Cox offered R. a very liberal, and as I thought, prompt payment, in 1, 2 and 3 years, with interest, but Robinson rejected it, and preferred sueing on the note. I do not know the facts, but suspect R. will recover, and I trust he will at all events. It will be some time before you hear of it, as R. has made no provision for its payment. You ask if my relation to either of the Cox's would prevent my taking business against them. I answer, that I am not nor have not been of counsel, save as a friend to them, and at present am wholly freed from any connexion of any kind with them, and would not hesitate to take business against either of them. I have Bartley's pledge, that if he experiences any difficulty in his business, that he will mortgage to you Brown's Ferry, for the debts due you; in fact he declares if he pays no other man, yours shall be safe; this I shall well attend to, and would not like to take any thing against him, until this debt is safe beyond doubt. I have lately visited the Iron Works, and am convinced that your debt on Whiting

& McLaughlin will be paid. I fear that the sale to Hill will not turn out as I expected; he has not furnished the money required, nor can he do so. I have required of him to cancel the bargain, and I suspect he will have to do it, as it would not do to embarrass Whiting with a partner who would not co-operate with him. He recently was compelled to have the money; Hill promised it, and not succeeding in getting it from him, I let have $1000, rather than see his business retarded, or your debt jeopardized, and since I have visited the Works, (where I stayed 3 days) I regret that I did not make the proposition for the purchase, as my means have greatly increased since I saw you last, and am sure that it will be a money making business. To carry on those Works successfully, negroes must be had for moulders, firemen, &c. The money I have not in hand, but have a sufficient sum in the best of hands, due in 1 and 2 years, say $12000. If Mr. Hill does not furnish the means, but surrender the bargain, and I could buy of you, and get you to negotiate a *a* loan in New York for me, redeemable in 2, 3 and 4 years, secured by first rate personal security, secured again by real estate of double the value, I would not hesitate to take an interest—lay the money out in negroes, and guarantee your demands on Whiting & McLaughlin. The money I could pay with ease, and not depend on the profits of the establishment. I have all that is necessary due me in this County, from 2 individuals who are not only very solvent, but punctual. The money I would give 8 pr. cent. for, and pay the interest semi-annually if required. The security should be by mortgage or deed of trust, as required, and the amt. taken, $10,000, should be laid out in 25 negro fellows in Virginia, which would enable Mr. W. to carry on the Works without employing more than two men. If you think such a loan could be negotiated, I would furnish the security, and if you would visit this country, I think I could convince you that all your affairs in this quarter, in my hands, are doing well, and will be ultimately safe. If I should get the interest bargained to Hill, which I would take if that loan could be effected, *I would secure your debts.* I wish, however, before any thing is done, that you would visit this place, which you might do by going to Pittsburg, and taking steamboat for Nashville, and I would send a servant and carry all for you, and give you a situation in my own house, where your stay would be rendered more comfortable than formerly. I have not recd. acct. of sales from the Hogans as yet, but presume they have written according to request; the sales, I understand, were extravagantly high, generally 25 pr. cent. above their value. I am no judge of Water Works; we are well supplied at present, and from the improvements making, I think they will do well. You must come out by all means, and come soon; your presence is required, and I know that it would be profitable.

Your friend, JOHN H. LEWIS.

P. S.—Upon further reflection, it is absolutely necessary that you

should visit this place; let me know by return mail if you will come. L."

Endorsed, "(No. 10)"

(*Letter No.* 11.)

Letter No. 11.

"Huntsville, April 16th, '27.

DEAR SIR:—Since my last letter to you a circumstance has transpired that renders your presence absolutely necessary, After I sued out an attachment for your benefit, against James Armour's effects, Mr. A's agent left with me about $3000 in good paper, and 5000 in bad to collect, and agreed that they should be appropriated to the payment of your claims on Mr. A.; since which time Mr. A. has been endeavoring to transfer those effects to others, and as I have no written evidence of this fact, it will be necessary for you to file a bill to prevent them being withdrawn from my hands. The money will be in hand this summer and next fall, and a *bill must be filed.* In the letter above referred to, I stated the probability of Mr. Hill abandoning his bargain in regard to the Iron Works, for want of cash; he has done so at length, and if you would visit this country I might be induced to buy that interest. I also suggested the necessity in that event of getting a loan negotiated to buy negroes with, am'ting to $10,000. So much would not be necessary, as my own funds will in a measure be rendered available; $5000 would be as much as I would engage for. If this much could be obtained, your debt on Whiting McLaughlin would be very safe and *punctually paid.* But of this you could judge yourself when on the ground, as I would not recommend bargains to this am't without you could see and know for yourself—it will also be necessary that some indemnity should be given the administrators of Mason's estate, in order to get them to give up the proceeds when due this fall. This could be done without difficulty, as you have a plenty of paper not due yet which might be hypothecated. Those collections might be all made this winter. Let me hear from you. I forgot to mention that A. P. Horton has been here to see me in regard to his debt—he will not pay it punctually but will secure it.

Your friend, JOHN H. LEWIS.

THOS. A. RONALDS, Esq."

(Endorsed,) ("No. 11.")

(*Letter No.* 12.)

Letter No. 12.

"Huntsville, June 4th, 1827.

DEAR SIR:—I have just rec'd your favors of 11th ult., and 20th April, but regret from the tenor that you are so desponding. I believe that the prospects of realizing from your Alabama claims are consi-

derably brightened of late. During the Spring, Mr. Whiting failing in getting the money promised by Mr. Hill, had concluded it would be impracticable to get on. I loaned him $1000 at the time I wrote you, and since 800, which has enabled him to get through the blast and pay all the hands. Mr. Hill says that he will be able to pay the $2000 at Christmas punctually, and insists in as much as he has made provision for funds, that he shall be permitted to retain the interest. If he pays punctually I shall have no objection to it, and will take a security for the other payment that will render the thing certain. I have just come from the Iron Works; they have quit for this season, after having made about 80 or 90 tons pot metal, and 100 tons pig iron. I have confidence in the integrity of Whiting, and believe in his success; at all events, whatever should transpire, your interest shall be attended to. I also visited John Hogan; the poor fellow was confined two months this spring, but is now well. He will be left of Mason's estate, after all debts are paid, inclusive of the $5000 due you, about $4000, and the land rents this year for $4 per acre, and the rents will pay the residue on the land in a very short time. Hogan says it will always sell on acc't of the water. He thinks it is now worth $1600; $1000 part original purchase money, and 600 improvements. To facilitate collections and save expense, I have agreed to go south of the river and attend to it, and I hope by the time you reach us this winter, you will receive handsomely, as all the debts are first rate and will be met this winter by cotton or bills. I will see that they arrange the payment in time or I will sue immediately. When I spoke of security, it was simply to get your leave to pledge some of the paper in my possession to get the whole effects out of the hands of the adm's, but I believe it will not be necessary, as he is liquidating all the debts due by Mason, and paying them off in paper, so that when you visit us we can with facility be closed up. Your business requires nothing here that I cannot effect with my cash or credit, and neither shall be spared to promote your interest. I have sued Horton on his first note—he is a trifling fellow and has to be dealt hard with. I consented to serve in the board of Town Trustees this year on your acc't, and have prevailed on a majority of the board to appropriate $500 to erect a reservoir, and have obtained a permanent grant from the County authorities to locate it on the square. It is the opinion of all calculating men that after your present expenditure, the Water Works will be profitable, and pay 10 per cent. per annum on your original purchase money and expenses. The Court of Chancery did not do business the last term, consequently was *was* done in your Armour business. Keep up your spirits, you will not lose so heavily as you at first imagined. I had like to have forgotten your debt from Josh. Cox, of $600, due 1st Sept. Do you wish it collected, and what must be done with the house until you come out?

Your friend, JOHN H. LEWIS.

THOS. A. RONALDS."

(Endorsed,) "(No. 12.)"

(*Letter No.* 13.)

Letter No. 13.

"Huntsville, Sept. 24th, 1827.

DEAR SIR:—I am *a* receipt of two of your letters, the first by Mr. Mills, the last by mail, to neither of which as yet have I given an answer. I now hasten to give you what information I can relative to your business here. I have recently paid three trips to the Russellville Iron Works for the purpose of protecting your interest in that quarter. After the most prodigal management, Whiting & McLaughlin have sold out, they have promised me the paper for the sales. They have lost money owing entirely to a want of cash to protect their metal, which they have been compelled to sacrifice to meet engagements. They have sold to an Iron Master of Tennessee, Doct'r E. W. Napier, to induce whom to purchase, I have agreed to give him a year longer on each payment, and he paying interest at 8 per cent. pr. ann. and given undoubted personal or real security. Should Messrs. W. & McLaughlin not be behind enough to compel them to use any part of the purchase money for other purposes than paying you, I shall feel very happy on the arrangement. Doct. Napier has agreed to give Montgomery Bells, of Tennessee, as security, whom I know to be the wealthiest man in Tennessee. I have in regard to your ⅓ have made him three propositions, one of which he has agreed to take. The first is to take the ⅓ at 4000—$2000 on 1st Jan'y next, and $2000, 1 of January following, or to buy them on the same terms he has bought Whiting's & McLaughlin—on time, which is a much larger price, or to rent them for 5 years at 800 per annum, with good security. Any of these terms will save you, and the latter will make you money. This business has given me immense trouble, but I have persevered, and will still continue to do so. The business is not yet closed, but is to be shortly. I saw Arthur and John Hogan and told them that they had better wind up *up* the business, and collect what was due the Estate immediately. They replied that nearly every debtor calculated on being sued, that they were their neighbors, and it would create great ill will toward them to sue, and desired me to take an am't sufficient to cover the note of Mason Ronalds. I done so, staid ten days and arranged the final payment of every one except about $200, on which I brought suit. The largest debtors gave warrants of attorneys to confess judgment in the Federal Court, to sit next week, and took a stay of Execution for 9 mos—the residue will probably pay next spring—the claims are very good; one or two gave acceptances at 60 and 90 days, at the end of which time I shall make you a handsome remittance. I have advertized Cox's furniture for sale on 1st Monday in October, but the times are so difficult that I fear the result. The house I cannot, I fear, rent. It is too fine for those that rent, and at present there are no buyers of real estate. It is handsomely finished and Mr. C. is ready to give it up any day, but I prefer his

occupying it until I can procure a suitable tenant. I trust you will visit this place in February next. It is all important that you should do so. As yet the crowded condition of the Law and Chancery Docket has prevented us from reaching the cause against Armour. I trust we shall do so ere long.

Your friend, JOHN H. LEWIS.

THOS. A. RONALDS, New York."

(Endorsed,) "(No. 13.)"

(*Letter No.* 14.)

Letter No. 14.

"Tuscumbia, Oct. 9th, 1827.

MR. THOS. A. RONALDS,

SIR:—It is necessary that you should give me some instructions as your agent, relative to the land your brother purchased of this State. The land cost $17 pr. acre, one-fourth was required at the time of purchase which amounted to $680. The second payment which was one-eighth, including int. amounted to $360, which also was paid by your brother. The third payment has now become due, which amounts to $380 including int. This last payment when made, will amount to one-half of the purchase. The Law then leaves it discretionary with the purchaser, to take a lease on the land for 99 years, renewable forever by the holder of the land, paying the interest annually on the balance due, which will amount to about $80 annually. It now *rest* with you to *otherwise* the payments to be made or suffer the land to be forfeiteed to the State, and lose what has been paid, by making the payment that is now due. You can, if you think proper, take the lease and pay the int. or continue to make the payments until it is paid out. The land will, as hard as the times are, rent for more than double the amt. of int. Should you take the lease, and whenever the times should change for the better, I think the lease could be sold to an advantage. At the time I was sick I got my brother to write you on the present subject—but you informed me that letter you never received, which was in substance of the present. A few days ago I paid over to Mr. Jno. H. Lewis, in good bonds to the amt. of $5200, which I am in hopes he will be able to collect by the ensuing spring. I shall proceed to collect the *the* balance soon as possible, and discharge the debts due in this country which I find to be considerable more than I had any thought of. My family and self are enjoying good health at this time and am in hopes this will find you and family in the same.

I am Sir, as usual, your friend,

JNO. HOGAN."

Endorsed, "(No. 14.)"

(*Letter No.* 15.)

Letter No. 15.

"Huntsville, Decr. 23rd, 1827.

DEAR SIR:—Your favor of ult. has been at hand for several weeks

and would have been sooner answered, but from the belief that I should in a few days have had it in my power to make you a remittance. In this I have measurably been dissapointed, owing to their being no Cotton buyers from the East in our market. I now have in hand about one thousand and sixty dollars, this I have collected from the debtors of Mason Ronalds' Estate—the situation of the residue I advised you of in my last. I wrote a few weeks ago to my friend Wm. Gray, of Richmond, or in his absence, to Messrs. Gray & Parkey, relative to the bills you accepted for Joshua Cox. I presume, as I requested, they have advised you in regard thereto. From what Cox tells me in cool blood, and *I believe it true*, Robinson has recd. satisfaction for the small bill and at least two thousand dollars on the large one. At all events I apprehend no inconvenience therefrom to you in visiting this country. You have friends there that will not see you incommoded, and if you want to be sued by Robinson, here is the best place to defend. So come along at all hazards. I have not been able to rent the House, altho' well finished. Nor have I been able to sell the furniture. Cox has left the whole, and has removed to Franklin County, and is billetted on his friends. He is about as usual, doing nothing, paying nothing that I can hear of, and manifests no other uneasiness than to keep out of Jail, which I believe will be his fate very shortly. He has yet debts to an enormous amount to satisfy, but makes no exertion to do so. I believe that he might do better than he does, but one thing is certain that he pays nobody. Business like yours, here requires a visit at least every 12 months; at present, it imperiously requires it at all sides. I have recovered judgment on A. P. Horton's first note, but he is a great scamp, and you must depend on the property which I really think worth the debt, now I have seen it. I shall take every step to accelerate the collection. I wrote in regard to the ⅓rd of the Russell Valley Iron Works, and the contract I made for their sales; to that part of my letter you gave no answer. By the 15 of January next, Mr. Napier his election what he will do when you shall be advised. The situation of this property renders it not desirable for a man in your situation; the land is mostly certificate land, with a heavy balance due Government on it, and some others, needless to mention, which has increased my anxiety to get rid of it, the worst part of the three alternative offers he is bound to take is the one you desired. I feel that I have made a very good bargain, and trust that it will prove satisfactory to you. With a full assurance I shall see you here in February,

I remain your friend,

JOHN H. LEWIS.

THOS. A. RONALDS, Esq.,

I here enclose check from Cash. of the Bank of Louisiana, on the Merchants' Bank of New York, No. 47, date 29th Sept. 1827, in

favor of W. H. Glascock, for two hundred and eighty-one $\frac{84}{100}$ dollars, duplicate to be sent.

J. H. LEWIS."

(Endorsed,) "(No. 15.)"

(*Letter No.* 16.)

Letter No. 16.

"Huntsville, Jan'y 6th, 1828.

DEAR SIR:—This is the first day I could get a bill on any reasonable terms, and I now take pleasure in remitting L. Maddox's bill on Prime, Ward, King & Co. of New York, at 60 days sight, for $787.00, which is to be placed to my credit as seven hundred and seventy-nine $\frac{16}{100}$ dollars. I have just got a letter from my friend Wm. Gray, of Richmond, who says that he has written you, agreeable to my request, that the $1500 draft referred to heretofore has been taken up, and that the other would be reduced to judgment shortly. I have seen Cox, who exhibited his settlement with Robinson to me, and the testimony of Mr. Hanley in regard to some things not included in said settlement, which plainly shows that Mr. Robinson is indebted to Cox in a sum that would leave on both of their bills about 2200 only. This testimony can be better had here than any where else, and this would be the place to be sued at. So take my advice and come along immediately, for once, at least. Every thing here requires it. I have not rented the house yet, nor can I; it is taken good care of, as also is the furniture, by a trusty servant.

JOHN H. LEWIS.

Come along.

P. S.—I also enclose duplicate of check, No. 47, by the Cash. of the Louisiana Bank, on the Merchants' Bank of N. York, for $281.84.

L."

(Endorsed,) "(No. 16.)"

(*Letter No* 17.)

Letter No. 17.

"Huntsville, July 23d, '28.

DEAR SIR:—The visit of my friend DeVendel, to New York, affords me an opportunity of writing you a few lines. All the Executions are in the hands of the proper officers, obtained on the claims rec'd from Mason Ronalds' Estate, and I have no doubt of the money being made. The indisposition of Mrs. Lewis and children have prevented my trip south of the river to close the business in regard to the Russellville Iron Works, and this matter is confided by Haslip's heirs to Col. McKinley, our Senator in Congress, who has lately reached home. From all I have seen I feel sanguine in the belief that your wishes will be accomplished. Joshua Cox has notified his creditors that he will take the insolvent debtors' oath on the 26th inst.; he is now in prison bounds at Athens, on a claim of J. Gill, Jr. of Philadelphia. Accept my best wishes,

JOHN H. LEWIS.

P. S.—My interesting young friend, Adelaide DeVendel, accompanies her *her* father; may I beg the kind offices of friendship of yourself and Mrs. Ronalds toward her.

L."

(Endorsed,) "(No. 17.)"

(*Letter No.* 18.)

Letter No. 18.

"Huntsville, Alabama, Aug. 10, 1828.

DEAR SIR:—I collected on the 7th inst. eleven hundred and ninety-six dollars, and I avail myself of the first opportunity of remitting you Wm. Patton's bill on John A. Brown & Co., of Philadelphia, sixty days date, dated Aug. 9th, 1828, for twelve hundred dollars, which will no doubt be honored. The sudden departure of Col. *McKinly* to Kentucky has prevented my trip south of the river; he is to be back the latter end of this month, when I will see him with regard to the business spoken of in my last.

Your friend, J. H. LEWIS.

THOS. A. RONALDS, Esq.

P. S.—Mary and Eliza have rec'd the pretty presents of a doll and whistle with which they are both delighted—Mary in particular, who seemed much pleased at the remembrancer. I trust it will not be long before you again hear from me in regard to the residue of your money. The second shall follow in a mail or two—advise me of its rec't.

LEWIS.

Huntsville, Aug. 16th, '28.

DEAR SIR:—On the 10th inst. I enclosed you Wm. Patton's first of Exchange on John A. Brown & Co. of Phila., dated 9th Aug., 1828, at sixty days date, in my favor, for twelve hundred dollars, in part collections of debt due you from Mason Ronalds' Estate. I herewith send duplicate. Hoping soon to have the pleasure of addressing you again in the same way, I remain your friend,

JOHN H. LEWIS.

THOS. A. RONALDS, Esq."

(Endorsed,) "(No. 18.)"

(*Letter No.* 19.)

Letter No. 19.

"Huntsville, Sept. 26th, '28.

DEAR SIR:—I am in rec't of your favors of inst. and feel much gratified that you sustain yourself with so much equanimity, and that your business is fair. It depends much on ourselves whether we are happy, and I feel convinced that if any one could be, in adversity, it is yourself. I feel nearly as much solicitude with regard to your

concerns here as you do, and have been incessant in my attentions, but without any other beneficial result but gleaming of such facts as are all important to you; but with regard the bills in the hands of Robinson against you, it has recently been discovered that Robinson is indebted to Jos. Cox, $5000 and several years interest. It arose in the following way—Cox drew on Armour in favor of Robinson for $5000, Armour did not accept, *but paid it at maturity.* Robinson charged the bill on settlement to Cox, and was allowed it, and Cox never knew Armour had paid it until a few days ago, Armour said he not only paid it but had the bill at home, and would produce it—consequently notice has been given to take Armour's deposition in New Orleans. If this fact is established, of which I have no doubt, I shall get you off *both of these* bills. Col. Cox says Robinson offered to exchange rect's, and to give him up the note which holds as security for these bills accepted by you in favor of Robinson, but afterwards refused. If this note is proved to be discharged the bills must consequently be. Of this however, you shall hear more anon. Bartley has not been able as yet to adjust the matter with Horton; he H. has made more improvements than anticipated by B. Cox; he is however, ready to surrender it at Christmas. I will go down and close it with him next month at all events. Your house, I have had a tenant in ever since last April, at $150 per ann. I expect to *do better* next year. With the Duncan business I have done nothing as yet but sue Josh. Cox. With regard to the Russell Valley Iron Works, we could not procure a decree this last term. Wm. S. Gray the admr. has removed to Tennessee, and does not answer, in fact cares nothing about it. I believe that it will be indispensable to get his answer; if so, in order to get a decree in March next, I will go to Tennessee and get his answer; there is no impediment to this business except the dilatory proceedings of all parties. I shall take the matter in hand so soon as I see Col. McKinley, who is absent at present, and will do my best to effect it. B. Cox is still anxious to consummate it. Gray lives about 250 miles from this, and for form sake his answer must be had. All the other matters with regard to the recision of the contract is agreed on. Say to me by return mail that you wish this done; it will be accompanied with expense, but as you have 13 or 14000 depending on it, I think that no exertion should be omitted. I could go in October and take Gray's answer. The mail being about to depart, I must close this letter, *the mail being about to leave.* Accept my best wishes and rest assured that neither industry and pains will be omitted to bring this business to a satisfactory close.

Your friend, JOHN H. LEWIS.

THOMAS A. RONALDS, Esq."

(Endorsed,) "(No. 19.)"

(*Letter No.* 20.)

Letter No. 20.

"Huntsville, Ala., Dec. 14, 1828.

DEAR SIR:—I here send statement of collections on the notes received of admrs. of M. Ronalds, decd., in pay of his bond to you of $4850, due 1st May, 1827, all of which are collected except the note of Neely & *Alsbrook*, of $57.25, due 29th Sept., 1827, which money is in Mr. Thos. Wooldridg's hands, and will be shortly recd.

Statement.

Wm. Winston's note, date 20th Feby., 1827, at 6 mos.,	990	
Int. on ditto 21 days, to 11 Sept., 1827,	4 80	
	994 80	
Sept. 11th, 1827, By Cash of Winston,	300 00	300
	694 80	
Int. on 694 80, from Sep. 11th, 1827, to Nov. 25th, 1827, 2½ mos.	11 56	
	706 56	
Nov. 25th, 1827, By Cash of Winston,	358 00	
	348 36	
Int. on 348 36, from Nov. 25th, 1827, to Aug. 11th, 1828, 8½ months,	19 72	
Aug. 11th, 1828 By Cash in full,	368 08	368 08
Thomas E. Tart's note, date 20th Feby. 1827, at 6 mos.,	749 00	
Int. on ditto to 11 Aug., 1828, 11 mos., 17 days,	57 43	
	806 43	806 43
Saml. Neely's note, date 27th Decr., 1826, at 9 mos.,	81 87	
Int. on ditto, 14 mos., to 27th Nov., 1828,	7 56	
	89 43	89 43
Moses Hall's note, date 20th Feby., 1827, at 6 mos.,	423 00	
Int. on ditto from 20 Aug., 1827, to 25 Feby., 1828,	15 50	
	$438 50	438 50
Thomas J. Winston note, date 27 Decr., 1826, at 9 mos.,	102 25	
Int. on ditto, 14 mos., to 27 Nov., 1828,	9 52	
	111 77	111 77

John J. Winston, date 20 Feby., 1827, at 6 mos.	505 00	
Int. on ditto to March 4th, 1828,	21 88	
	526 88	526 88
Amt. brought down,	- -	$2999 09
Amt. brought forward,	- -	$2999 09
Josiah Ruddick's note, date *date* 27 Decr., 1826, at 9 mos.	119 30	
Int. on ditto to Feby. 9th. 1828,	3 42	
	122 72	122 72
Quin Morton's note, date 20 Feby., 1827, at 6 mos.,	400 00	
Int. on do. from maturity to 12 Sept., 1827, is	1 25	
	401 25	
Sept. 12, 1827, By Cash of Morton,	100	100 00
	301 25	
Int. on 301 25, from Sept. 12, to 1st Jany., 1828	3 75	
	305 00	
Jany. 1st, 1828, By Cash of Morton, in full,	305 00	305 00
F. H. Hereford's note, date 27th Decr., 1826, at 9 mos.	193 03	
Int. on ditto from maturity to 27 Nov., 1828, 14 mos.,	17 81	
	$210 84	210 84
Thos. & Geo. Cockburn, date 12th Sept., 1826, due 28th Sept., 1827,	1644 52	
Int. on ditto from 28th Sept., 1827, to 5th Dec., 1828,	155 48	
	1800 00	1800 00
Jan. 7th, 1828, By Int. on L Maddox bill,		7 84
Apl. 11, " By Int. on B. M. Lowes' bill,		2 77
" By Int. on Martin & Co's. bill,		2 56
Amt. brought down, -	- -	$5550 82

1827	Per Contra.	
Dec. 24, To Clk. Bank of Louisiana, No. 47,	281 84	
1828		
Jany. 7, To L. Maddox bill, at 60 days,	787 00	

1828			
Apl. 15,	To Cash paid Corporation Taxes, 1827,	7 50	
"	To Lowe's bill on B. & Kneeland, at 60 days,	277 75	
"	To Martin & Co. bill at 60 days, on Brown & Co.,	236 87	
"	To Yeatman & Kent's bill on R. Leavitt,	450 00	
"	To Cash paid you,	200 00	
July 10,	To Dr. paid Corporation Taxes, 1828,	9 00	
Aug. 9,	To Wm. Patton bill at 60 days (Int. off) net,	1188 00	
Oct. 20,	To Cash paid State and County tax,	4 50	
Dec. 14,	To Com. at 5 per cent. on 5550.82, is	277 54	
"	To L. Maddox bill here enclosed, Int. off, net,	1830 82	
			$5550 82

In payment of which balance, I here enclose L. Maddox first of exchange, bearing even date herewith for eighteen hundred and forty-nine $\frac{12}{100}$ dollars, on Prime, Ward, & King & Co., at 60 days sight, making int. off $1830.82, say eighteen hundred $\frac{82}{100}$ dollars. I can now say, with moral certainty, that you will never have to pay the bill accepted by you of J. Cox in favor of A. Robinson for sum $4,600; the facts I will give you in my next, in detail. They are different, and better than heretofore suggested.

Yours, in haste,

JOHN H. LEWIS.

THOS. A. RONALDS, Esqr.

P. S.—Mess. Clay & McClung requested me to say to you that they charge you $100 for services, and going to Brown's Ferry in 1826, and wish you to instruct me to pay them. If you do, I will do so. Saml. D. Morgan called on me this day, and desired me to inform you that he could not, for the compensation heretofore agreed on, take charge of the Water Works, and says if he does not hear from you, he must abandon them on 1st Jany. 1829, but says he has written to you. Advise me of the rect. of this.

J. H. L.

P. S.—Being disappointed by Mr. Maddox, I did not enclose until the 18th inst. J. H. LEWIS."

(Endorsed,) "(No. 20.)"

(*Letter No.* 21.)

Letter No. 21.

"Decr. 26th, 1828.

DEAR SIR:—I had the pleasure of the 14th inst. of sending you my acct. current, exhibiting state of collections of Mason Ronalds' Estate, and also of enclosing L. Maddox's first of exchange

at 60 days sight on Prime, Ward, & King & Co. of your city $1849.12, say eighteen hundred and forty-nine $\frac{12}{100}$ dollars, which, I trust, has come safe to hand and been duly honored. I promised also to give you particulars of the prospect of your paying the acceptances of J. Cox's bill, favor of A. Robinson for $4500. You are aware that this bill was drawn to pay a debt due one Powell, of Virginia, and that Bartley Cox was Joshua's security. Robinson, it seems, got possession of the note, and, upon the bill being protested, sued J. & B. Cox. J. Cox filed his bill of discovery, and made Powell and Robinson parties, alledging that the note was paid by this bill, and procured an injunction. Powell and Robinson both answer the following facts, and first Powell says that the note was payable to him; that he became indebted to the Bank of Virginia; and that, having procured a discount, he deposited as collateral security the note; and that when Abner Robinson offered this draft in payment, the Bank refused it, unless Robinson would endorse it. Robinson refused to do so, unless Powell would consent to transfer the note to him, as security for the endorsement (the bill being payable to his order;) this Powell agreed to do, and the bill was recd. and accepted and protested, and Robinson has had the money to pay on the draft. With this state of facts Robinson's answer corresponds, and the court has dissolved the injunction, and the suit remains now to be tried at law, and the Cox's are endeavoring to prove setts off. Robinson will certainly get judgment, and you will make your escape. I fear that you will have to pay the small draft, unless a plan I have adopted succeeds, which, however, will depend on time and circumstances. I find that B. Cox has made several attempts to arbitrate the matter with A. P. Horton, and has never been able to reduce the sum below 550 to be paid Horton: this, he is willing to take, and I suppose his *his* paper can be had for 50 per cent. discount, if you would be satisfied with this sum. I thought I had better consult you before this was done. I advertised Joshua Cox's furniture for sale. During my absence he induced the Shff. to believe that he paid the debt, and got him to levy on it. The sale was forbidden, the Shff. sold, and I sued him: trial in February. So you see that the scoundrel is not satisfied with his villianies already perpetrated. He is violently angry with me, and has lately sued me on a bill of exchange, drawn on my brother and B. Cox, when I was in Philadelphia, alledging that he took it up for my honor. My brother alledged that he, J. Cox, stole it from among his papers, and a few days past, I have found the evidence of the fact that Cox and Lewis paid it themselves. There is nothing he will stop at. I have been immensely perplexed, but I will endeavor to exercise patience. I have seen all the parties in interest relative to the Iron Works. We all agree to a rescision of the contract. The Guardian of the Hasleps says Mr. McKinley must be present. Should he not reach home from Congress in time to do it in March, it can be done in September. B. Cox has consented to an extension of time, if required. On rect. of this, I would

thank you to buy the Tales of my Grandfather, in 2 volumes, by Walter Scott, and present them, in my name, to Miss Adelaide Devendel, at Mrs. Bensse school. It is a reward for a fine head in crayon of Helioderus, drawn by her for me. I here send B. Maddox's second of exchange for 1849.12. Wishing health and prosperity to self and family,

I remain your friend,

JOHN H. *LEWS.*

THOS. A. RONALDS, Esqr."

(Endorsed,) "(No. 21.)"

(*Letter No.* 22.)

Letter No. 22.

"Huntsville, Jany. 4th, 1829.

DEAR SIR:—Your favor of the 16th ult. I have just recd. You ask me my opinion of the value of your house here, on a credit of 1, 2, 3, 4, and 5 years. I think it is worth six thousand five hundred dollars. Of this purchase, at least one-half should be satisfactorily secured by personal security, and a lien on all for the payment. Without this, I should not sell, to Mr. M., at least. Public rumor has not only attributed to him a want of money, but a want of credit. All men are not rich who go to Congress, and if he imagines that such a piece of the property is to be paid for by the practice of the law here, (which he has in view) he is much mistaken. I think the time is not distant when it will not be difficult to sell it for five thousand, on 1, 2, and 3, which time is long enough to enable any man to convert property or concentrate his funds. It is truly a heavy piece of property, and but few are able to buy it; but should cotton take a little rise, there will be no difficulty in making a sale. While we are speaking of property, let me know what you would take for your Water Works. Would corporation stock, bearing interest redeemable in 10 years, suit you? The reason why I ask this, is because I believe I shall be re-elected Mayor for 1829—election on the morrow—and, if I could know your views, I could possibly make the Board buy. Saml. D. Morgan has recd. your letter about rent. He says nothing more about giving up the agency, as they certainly would be productive if economically managed; but I fear they have been expensive. All are well, and return your good wishes.

Your friend,

JOHN H. LEWIS."

(Endorsed,) "(No. 22.)"

(*Letter No.* 23.)

Letter No. 23.

"Huntsville, Jany. 7th, 1829.

DEAR SIR:—I had the pleasure of remitting to you about 14 last month, L. Maddox's bill on Prime, Ward, & King & Co., at 60 days

sight, for (I believe) $1840. Mr. Maddox yesterday called on me, and exhibited a letter from Messrs. Prime, Ward, & King & Co., that stated they could not accept it. The circumstances are these:—Ewert, Myers & Co., of Liverpool, wrote to P. W. K. & Co., that if Mr. Maddox furnished the guaranty of Dicks, Booker & Co., that they might accept to the amt. of £4000. The firm of Dicks, Booker & Co. being dissolved, J. & N. Dick sent their guaranty, on which P. W. King & Co. refused to accpt, as not being within the terms of E. M. & Co's instructions; it has, therefore, unexpectedly subjected Mr. Maddox to some inconvenience. He started this morning to Nashville, for the purpose of negotiating bills on N. Orleans, and begged that I would write you not to be uneasy, and that the money should be at hand before the maturity of the bill. Mr. Maddox had only drawn two bills, one sold to Yeatman & Kent, and one to me. Rest assured there shall be no difficulty, and will see that there is and shall be none. Yesterday I was unanimously elected Mayor of H. for 1829.

Your friend, JOHN H. LEWIS."

(In haste at the Post office.)

Upon further inquiry, I find Mr. Mitchell is not worth a dime."

(Endorsed,) ("No. 23.")

(*Letter No.* 24.)

Letter No. 24.

Huntsville, Ala., June 9th, 1829.

DEAR SIR:—I have rented your house here for $200 a year, to Dr. R. L. Fearn. The impracticability of renting it to a solvent tenant at a fair price, induced me to say that the rent of this year might be absorbed in improvements neccessary to the occupancy of the property by a decent family. The palings surrounding the garden and yard being of cedar, is in a state of great delapidation. He wishes, also, to rent it for 5 years at a fair price, and must, if he does so, build a lodging room for servants, to repair carriage house, and make many fixtures valuable to the property. Without them he will not rent, and if he makes them, they will be done on the most economical scale, and deducted from the rents. This, if you would have done, you must advise me of. His grandfather in law (Col. Pope) wishes to know the least you would take for the property on long time interest, at 6 per cent., paid annually. If the time would not be in the way it could be well sold, and the paper first rate. It is not probable (says Col. McKinley) that the Iron Works case can be decided before next March. I doubt whether B. Cox will aid in paying the judgment of Robinson against you. I can, however, meet it for you should he not, but I will press him on this subject. Your tenant, Speck, has not paid his last year's rent, but has secured the

payment. The present tenant is just such a one as you could wish: let me hear from you immediately on this subject.

Yours truly,

THOS. A. RONALDS, Esq., N. York." JOHN H. LEWIS.

(Endorsed,) "(No. 24.)"

(*Letter No.* 25.)

Letter No. 25.

"Huntsville, Ala., Sept. 26th, 1829.

DEAR SIR:—Mr. A. F. Hopkins wishes to buy you house; he wants to make the following payments:—⅓, May, 1831; ⅓, May, 1832, and ⅓, May, 1833; and he wishes to know your lowest price. Mr. H. is very punctual, and will give you no trouble about the matter. I tried to get his estimate of its value, but could not. He would not, I find give as much as $6000, but how much less I cannot tell. Property still continues to fall in this place, and this is the first offer from a solvent man that has been made, excepting a mere inquiry from Col. Pope. Mr. H. has made proposals to buy other pieces of property, but has not succeeded. It is my impression that he might be got as high as 4600, or $5000; the interest on the money compared with the rents, will control estimate of the value of all property here; and there are very few renters for such valuable property as yours; besides, it is very liable io injury, and still wants many improvements to make it tenantable. Let me know your lowest price by return mail, as Mr. H. is desirous of knowing the result.

Yrs, JOHN H. LEWIS."

(Endorsed,) "(No. 25.)"

(*Letter No.* 26.)

Letter No. 26.

"Huntsville, Ala., Nov. 14th, '29.

DEAR SIR:—Your favor, stating your price for your house, is at hand. Mr. Hopkins will not give more than stated in my letter. You ask me how your affairs come on in this quarter. To-day judgment was rendered against me as your bail on Sci. Fa. for about two thousand dollars. Not wishing any further expense in the matter, and finding that Bartley Cox did not design to aid you in the matter, I called on Messrs. Hopkins & Birney, Attornies for Robinson, and paid them fifteen hundred dollars, assuring them that I would pay the residue in a few days; when this is done, I will forward you duplicate receipts for its payment, with a bill of particulars. I could have avoided paying this till 1st of April, but I did not like to see so large an execution against me in the Shffs. hands. This sum may be liquidated by you during next Spring and Summer, by my bills

at 60 days sight for convenient sums, so as to produce the least possible embarrassment to you. On the morrow I start south of the River, and will, on my return, give you a particular statement of your affairs here. Bartley Cox is absent to Louisiana, and is not expected back until 1st January. I feel assured he cannot aid you, as he is in momentary expectation of being pressed by the Powell debt, which is to protect you against the acceptance of $4600. A judgment on which would have been had ere this, but for the endless swearing of Josh Cox. Pray accept my sympathy for the loss of your son, and my best wishes for your success.

Your friend, JOHN H. LEWIS."

(Endorsed,) "(No. 26.)"

(*Letter No.* 27.)

Letter No. 27.

"Huntsville, Ala., Feby. 18, 1830.

DEAR SIR:—Continued engagemt. has prevented me from answering your favor of 28 ult., and now want of time prevents me from complying with your request. Under the late Law of Alabama, in regard to the lands given to Alabama to make a Canal, you have a right to enter the South East quarter of Section 19, Township 3, Range 5, west, also the West half of the South West quarter of Section Number 20, Township 3, Range 5, west, also the East half of the South West quarter of Section No. 20, Township 3, Range 5, west of the Basis Meridian. It is a part of the Tan Yard tract, and is necessary to render the place valuable. Josh. Cox and A. P. Horton tried to enter it, but I presented your claim to it, and the Land Commissioner decided in your favor. It is valued at $1.25 per acre, and is payable in 4 equal annual instalments, first instalment is $75; the residue bear interest. If you wish it entered, say so, and I will advance the money, and, should you not like it, I will take it off your hands. The Law requires that you should swear to and subscribe the affidavit contained on the other side: do it before the Mayor of your City, and let it be certified by seal of the Corporation. In a few days I will complete the payment of the judgment against me as your bail, when I will forward rect. and draw on you for a part at long sight.

Your friend, JOHN H. LEWIS.

This business admits of no delay, not even 10 days.

State and City of New York.

This day, personally appeared before me, Walter Brown, Mayor of the City of New York, Thomas A. Ronalds, who made oath that he offers to enter the South East quarter of Section 19, Township 3, Range 5, west, also the west half of the South West quarter of Section 20, Township 3, Range 5, west, also the East half of the South-West quarter of Section 20, Township 3, Range 5, west, Basis Meri-

dian—lands lying in the County of Limestone, State of Alabama—*for his own benefit, not for speculation nor for another person.*

T. A. RONALDS.

Sworn and subscribed to before me this day of 1830.

You may have no fear of the $4500 draft, held by Robinson; next Court must settle the matter. More anon.

In haste, J. H. L."

(Endorsed,) "(No. 27.)"

(*Letter. No.* 28.)

Letter No. 28.

"Huntsville, March 22nd, 1830.

Recd. of John H. Lewis, full satisfaction of judgment of Abner Robinson, *vs.* John H. Lewis, as bail for Thomas A. Ronalds, the principal and interest (exclusive of cost) calculated up to the 15th of April, 1830, amounts to two thousand and fourteen $\frac{66}{100}$ dollars. $2014 66.

HOPKINS & BIRNEY, *Attos. for Plff.*

Statement.
ABNER ROBINSON
vs.
THOMAS A. RONALDS.

Judg., 20 Novr., 1828.
Damages, $1807 50, on bill for $1500 00, due 16 Decr. 1825.

Same *vs.* John H. Lewis' bail,

Judgment, 14 Novr. 1829.	Debt,	$1807 50	
	Int.	142 19	
			1949 69
Int. on Judg. to 15 April, 1830,			64 97
			$2014 66

April 1st, 1830.

DEAR SIR:—I here send statement of the judgment against you and myself as bail. The bill accepted 16 Sep., 1825, at 90 days—after maturity interest was calculated at 7 per ct. to 20 Nov., 1828, and afterwards, by statute of this State, at *at* 8 per cent. until judgment against me, and then on aggregate amt. until 15th April next, having paid him in acceptances on N. Orleans. This amt. I beg you will pass to my credit on your books, to be drawn for as necessity requires. At present I should like to draw at 90 and 120 days sight for about $1000, the residue I will make easy. Mr. Hopkins having bought a house, no longer designs to buy, and I see no prospect of selling, unless on long time. Your concerns here, being of a multifarious character, requires a separate letter. At present, I am awaiting intelligence from Washington City of a Law, in regard to the relief of purchasers of public lands, which, by this time, has

pased, and in which you have considerable interest. I have requested Saml. Morgan to forward his account, but whether he has done so, I cannot tell. I fear that you do not pay sufficient attention to that concern. It surely now should produce a handsome revenue. You shall hear from me in detail in a few days. Since I paid the above sum I have been dunned for a debt due in Philadelphia, assumed by me, and I am compelled to draw on you at ninety days sight, favor of Robert Toland, for five hundred and seven and a half dollars, which you will please honor. I think next month will relieve you from any apprehension in regard to your liability on your acceptance, favor of Abner Robinson.

Yr. friend, JOHN H. LEWIS."

(Endorsed,) "(No. 28.)"

(*Letter No.* 29.)

Letter No. 29.

"Huntsville, Ala. May 10th, 1850.

DEAR SIR:—Matters deeply concerning your interest in this quarter being in agitation, I concluded to decline giving you any information in regard to them, until they had assumed some fixidity of character. This now being the case I proceed now to give the statement —a great deal of which I am satisfied will please you. In the first place, Abner Robinson has succeeded in getting a judgment against Joshua and Bartley Cox, which entirely will discharge you on the acceptance in favor of Robinson for some $4500. In regard to the Iron Works suit, we all believed that this fall would put an end to it. But the complainant Butler, who filed the bill, died a few days ago, which will procrastinate the decision, in the meantime the whole of the Iron Works property being certificate land, had become forfeited to Government, but Congress having passed a Law which gives a patent for the Land without further payment, it is now in a condition to be patented, if the interest of McLaughlin could be had. Whiting & McLaughlin you know were entirely insolvent, and both have left the country. McLaughlin however, proposes to transfer his interest to you if his notes are cancelled, and it is my belief that it is your substantial interest to do so; by doing this we shall have it in our power to offer to Haslep's heirs, their alternative, either to take the property or the proceeds of the sale, which is secured (but yet uncollected,) and which ever they may elect will be to you a good bargain. Every day procrastination will present additional difficulties as the debt from B. Cox is very large, and he may not find it convenient to pay such large sums of money as he is bound for, and by delay all may be lost. So this matter should command your earliest attention. You will recollect that to get the title out of Whiting's & McLaughlin's hands and to prevent its transfer, I advanced them a good deal of money. This amt. may yet be considered as a lien on the property, and should I not be able to make a satisfactory ar-

rangement with the Heirs of Haslep, the land may be patented in your name. Should they elect to take the money, there will be no difficulty about the title, and should they take the property the money we shall get, either would be desirable, but the money must be best for you, although with some improvements the Estate I think would lease for $1500 pr. anm. I proposed to B. Cox to secure this debt by lien, but he declined it, which induces me to press the adjustment with Haslep's Heirs that he may be compelled to pay up. The certificates he has returned. In regard to the attachment case of Otey & Kinkle, give yourself no care about it. I made provisions in time for the gentleman, and have laid by paper for his benefit. I attended the case in Limestone, but he was not ready for trial. Horton is yet in possession of the premises, and I believe will remain so, if B. Cox is to attend to it. It is the opinion of McClung and myself, that a cross bill should be filed to the one filed by Henry Cook—this is by way of precaution, and I would recommend that you would enclose a letter to McClung, in mine, requesting him to so, and then I will see that he does it, otherwise he may neglect it. Thos. Cockburn has appealed on the judgment against him, but the delay will be paid for dearly. I applied to S. D. Morgan, to send forward his accounts, I cannot say whether he has done so. This property should now produce you a handsome revenue, but I fear it does not. Should he not satisfy you in regard to the business, authorize me, and I will settle it for you. This country being now relieved from her load of land debt, will resuscitate, and I think rapidly. Joshua Cox is daily getting worse, and Bartley is exceedingly anxious to give up the property bought, to the creditors—but I do not think that they all can be got to consent. Please take this letter, and immediately answer it in detail, as there is little time to be lost. Without definite instructions I cannot act.

Your friend, JOHN H. LEWIS.

I mean the debt for the Iron Works for which he is bound, and is indemnified. Amt. due me may be ascertained by your covenant with B. Cox and myself. Those notes you have my receipt for. Whiting has left the country long since, broke, and McLaughlin is not only insolvent but dissipated—he lives in Nashville. Cox, the endorser is no better. McLaughlin would long since have sold his interest and pocketed the money, but I would not let him have the certificates."

(Endorsed,) "(No 29.)"

(*Letter No.* 30.)

Letter No. 30.

"Huntsville, June 17th, 1830.

DEAR SIR:—This letter is written by request of sundry gentlemen whom I have persuaded to buy your house for a Female Academy.

They offer to pay one-half down, and the residue in twelve months. Now is the only favorable time I have seen for selling it. I would be glad to hear from you immediately; and I say to you that $4500 can be got for it. Please let me hear from you in regard to the Iron Works.

Your friend, JOHN H. LEWIS."

(Endorsed,) "(No. 30.)"

(*Letter No.* 31.)

Letter No. 31.

"Huntsville, Ala., July 29, 1830.

DEAR SIR:—Your letter of July 12th is at hand, and as well as the other referred to. The Trustees of the Female Academy will not give but five thousand dollars. This is the last cent. Believing, that from the prompt pay which may be expected, that you will take this, I have got them not to buy elsewhere. One-half of this sum will be paid down, and the rest in 12 mos. This, altho' in my *estimate* estimation is below its value, yet it is a matter of consideration whether this property is to rise in value or not. I unhesitatingly say that, in no case, will it rise as fast as the interest on 5000 would make it. At present, little is to be expected from rent. The establishment is large, expensive, and unfit for rent until a garden is made well enclosed, and stable repaired. These are my views which you may not agree with me in. Even this is nearly as good as 6000 at 1, 2, and 3, with 1500 pd. down; besides, here the money is certain. In regard to the proposition about the Iron Works, I will now give you my reasons, in detail, for my not regretting that B. Cox has returned the certificates. 1st. It is now a matter of doubt with every one, and a matter of moral certainty with me, that if he, B. Cox, had to pay you that debt, that he would not be able to do it. As it is the purchase money for the Works, having been enjoined by him, it is well secured, and I think I have persuaded the Representatives of Haslep, that it is not their policy to rescind the sale if they could. Should they persevere in rescinding it, and succeed in it, it would nearly drive us to a Court of Chancery, where you could still be sustained. Besides, I have an additional reason. B. Cox covenanted to pay you what he was bound to pay Haslep's admrs.; now, it so turns out, instead of 11200 he was to pay, that the pr. and interest of the whole Works, for which we hold title, is, with interest, upwards of $17000—Josh. Cox having been a sub-purchaser of the most valuable and costly quarter Section under R. S. Jones, for which Bartley was never bound. This, I did not know at the time you entered into the contract with him. In regard to the money advanced by me to Whiting, and for which I only claim to be refunded. It is no draw back on the original price of the Works, as the paper furnished Whiting was to enable him to pay for ⅔ of the purchase money

of the above quarter to J. Cox, and for the absolute improvements on the property; this sum is now greatly diminished, and the whole shall be left under as small an incumbrance as possible. For I now repeat that the only reason I had to enter into the business was, in the first place, to get the title in my hands, and out of Whiting & McLaughlin's, and to enable him to pay his debt, which they could have done, if they had managed rightly. When they rec'd the property it was in a state of entire delapidation, not renting for one cent. Now, by being kept up, it is worth 1500 a year, and can be returned in good condition. I now repeat, that with all the incumbrance which Whiting put it under, it will pay your agent, and interest on the money you invested in it. The only investment there was less than 12000, now the purchase money, for which the whole originally sold, is upwards of $17000; so that if it should turn out that if the bill due me from Whiting is $3000, (it may not be so much,) still you are gainer. I wish only to be refunded. I do not claim the value of my bargain. I do not calculate to make you understand how the thing exactly stands, but, of this I feel confident, that I can give you a clear title to the whole property, without additional costs, subject to my lien on Whiting's interest, for the above sum. I suggested I had got McLaughlin's consent to transfer his interest and surrender their notes. You say, "Why do it?" as you always understood Whiting and McLaughlin to be insolvent. I suppose you meant to say why *not* do it, as by doing it, you get his title: and it must be shortly done, or all will be forfeited. On this subject I wish you to *speak definitely*, for I must visit Nashville to get it done. You appear to entertain a fear that I am some way implicated with the Cox's. I assure you that I am not in the least so. I am not and have never been employed by either, and between J. Cox and myself there is anything but good feeling. In regard to B. Cox we have nothing beyond an interchange of salutations. I have been employed against them too often to leave them with good feeling, and my late efforts to free you from the draft to Abner Robinson, I fear, has given B. Cox offence; but of this I care not. So soon as the judgment is discharged you will, no doubt, receive the draft. Mrs. L. has recd. the 5000 rects. for which she feels much indebted to you. At present, my folks have all removed to the country; the town is rather unhealthy, and our youngest child is sick. Pray answer this letter immediately, 1st, in regard to the house, and 2nd, about W. & McLaughlin's note.

Yr. friend, JOHN H. LEWIS.

THOS. A. RONALDS, Esq.

If you agree to take the $5000 for the house, it will be necessary to draw out the deed and certificate here. L."

(Endorsed,) "(No. 31.)"

(*Letter No.* 32.)

Letter No. 32.

"Huntsville, Ala., Sept. 26th, 1830.

DEAR SIR:—Your favor of the came to hand in due course of mail. I immediately requested a meeting of the School committee, and wished to close a contract for sale of your house. They desired an abstract of the title; I immediately made out one and presented it. Next day while in session, your letter by Mr. Sledge arrived, which prevented a consummation of the best *bar* bargain. Another difficulty presented itself. The lot had once been the property of John K. Lyle, who died, leaving a widow who is entitled to a dower interest, and against this they desired a warranty; not being authorized to close on these terms, I desired them to communicate with you directly. The dower interest is a matter of no importance. She, Mrs. Lyle could not claim it on the improvements, without paying a proportion of their cost, which will ever prevent her claiming it. So this should not prevent you from warranting as *against her*. The committee have preferred dealing with you, believing that they could get a better bargain, and you having submitted the proposition more favorable than they expected, induced them still further to conclude the treaty with you. They are certainly willing to close on the terms I said, and even now can't do better. But the cross-fire placed me in an unpleasant dilemma. I still believe the sale would be a good one. The attachment suit of Horton's against you I had quashed. You owe him nothing. But steps should be taken to coerce a delivery of possessions. This matter was confided to B. Cox who don't attend to it. I recently received from Tuscumbia, from Mr. Caldwell, Att'y at Law, the amt. of two claims on T. Cockburn, to Mason Ronalds' admrs. the statement you have below in the manner rendered to me. The note on Clay & Marshall is insolvent, both being long since dead.

RONALDS' Admr.	Debt,	128.72½	
vs.	Dam.	17.25	
COCKBURN.	Int.	13.03	$159.00½
SAME	Debt,	201.50	
vs.	Dam.	28.60	
SAME	Int.	24.07	254.23
			$413.23½
Deduct com. at 5 pr. ct.			20.65
			$392.58

Leaving a balance in your favor of three hundred and ninety-two 58 ½-100 dollars which by your consent I will place to your credit.

Yr. friend, JOHN H. LEWIS."

(Endorsed,) ("No. 32.")

(*Letter No.* 33.)
Letter No. 33.

"Huntsville, March 6th, 1831.

DEAR SIR:—I have this day requested Col. Wm. Lindsay of the U. States Army, New London, Connecticut, to remit you a draft on David Collins, Esq., Chilicothe, Ohio, for eighteen hundred dollars, at twenty days date, which Mr. C. has authorized him to draw for. I wish you to have it collected through the medium of the U. S. Bank, and placed to my credit on your books. In the mean time, as Col. L. has requested some disbursements here, I wish you to accept on my acct. 90 day drafts, amounting to $1200, which I will in a few days draw on you. This time will enable you to realize the draft without interfering with any of your pecuniary arrangements. I wrote you a few days past; *bear this in mind.* Let me hear from you on its rect. I have advised Mr. Collins that the draft will be drawn in this way.

Your friend, JOHN H. LEWIS.

P. S.—I have written to Collins to have it in Bank in Chilicothe.
(Endorsed,) ("No. 33.") L."

(*Letter No.* 34.)
Letter No. 34.

"Huntsville, Ala., April 29th, 1831.

DEAR SIR:—Your esteemed favor of the 8th inst. has been recd. in respect to the sum I requested Col. Lindsay to deposite to my credit. It seems that the money in Ohio subject to his order is the joint property of himself and brother. The Col. had requested me to buy him some negroes, and in doing so, and paying some debts, I had expended about $1800 *dollars*, and on this acc. thought *thought* it would be necessary to draw on his funds; but upon examination found it only necessary to draw for $661.89, in two bills at 60 days, one in favor of R. Cadman, for $363.40, and the other in favor of Rogers, Taylor & Williams, for $298.49, both under date of March 26th, 1831, both of which I trust you will be in funds time enough to meet, as I do not wish to disturb the funds now in your hands of mine. I have again called on Morgan; he says that the affair between himself and Sample is his own, that he rented the Water Works of you, and that Sample's demand is properly on him and not on you. He further requests me to notify you that he designs surrendering the Works to you on the first of July next, that he cannot rent them any longer, nor act as your agent. This I fear will place you in a dilemma. This establishment cannot be managed well unless it is done with great diligence, attention and economy. The expenses, though comparatively small and numerous, the accounts for hydrants small and also numerous, and the owner liable to be cheated, in the first, by the workmen, and in the last, by those who rent hydrants. The workman who for the last eighteen mos. has managed them, is competent, is well acquainted with the location of

the pipes, and has heretofore been paid $1.25 per diem, while actually employed; but he is very poor and could not be trusted with the collections of the money. I am satisfied that the establishment might be productive under good management, but how you will get this done I cannot tell, unless you could get some person to buy one-half of them who would manage them; and the present stationary condition of the town forbids the hope that this could be accomplished at a price adequate to their value. Morgan no doubt will give them up, and if I can aid you let me know and I will do what I can. I remarked to you that I contemplated visiting New York this summer. This was predicated upon a belief that a decision would be had in the Supreme Court of the United States, on a Spanish Grant of land, one-third of which belongs to my wife. The suit was gained in the Supreme Court of Florida, and was taken up under the Act of Congress. It is known as the Alachua Grant, a part of which was sold by the partners of my father in law to Jasper, Ward & Co., of New York. Should this be affirmed, and of which I *I* entertain no doubt, it gives me a fortune adequate to my wishes, and will compel me to quit my profession; but of this, I do not care anything should be said, as it is much easier to lose than to gain practice. My trip may, however, be frustrated, as I am the Attorney of the Bank of the U. States here, and if they should have as much business as they had last year, it would be difficult to leave home. In respect to Horton, I have urged B. Cox to close that business often, but he has his own hands too full to do any thing for you. Though inconvenient, if you wish it done, say so and I will do it. I here send you statement of the bill of improvement made by R. Lee Fearn, who rented your house. The building put up is very convenient, and cost more than I allowed him for it. I also had the lot newly enclosed this Spring. I send you the bill; it is substantially done, and I do not think that any thing more will have to be expended on the property. It is rented this year to Col. Percy for $250, and to be kept in repair. I also send statement of rent collected of D. Speck, of whom I could never get payment until this time, all of which I have entered on my books. I thank you for your kind offer of hospitality, and would surely avail myself of it on my visit. When I visited Phila. and N. York in 1825, and when I was not known to but 4 or 5 people, I brought home business which doubly paid my expenses. Now I have all the business from Phila.—20 or 30 clients in N. York. Don't you think I could do so again? I should like to see you you on your own acc. I think I could make valuable suggestions to you. With best of wishes of Mrs. Lewis who desires to be remembered to you.

I am your friend, JOHN H. LEWIS.

May 8th, 1831. P. S.—We tried Sample's attachment against you, and defeated him. He no doubt tried to render you liable in a very villainous manner. LEWIS."

(Endorsed,) "(No. 34.)"

(*Letter No.* 35.)

Letter No. 35.

"Huntsville, Aug. 6th, 1831.

DEAR SIR:—Your favor of July 8th, postmarked 14th, I recd. two mails past, and have bestowed on it my attentive consideration. In the first place, I feel amazed when you say you have derived no revenue from the Water Works. Whose fault is this? It is surely not the Works: they do produce revenue, and if you don't get it, it is your fault. When Morgan notified me that he would surrender them on the first of July, in anticipation I proposed to see them taken care of, expecting that your letter would have contained definite instructions about the matter; but, after a lapse of 3 months, you tell me you design employing some one to fill your contract with the Corporation, by supplying the reservoir and cutting off the main pipes. So I am left without instructions, while your property, which should be productive, is not so, simply for want of attention to your affairs. Morgan, to whom I show your letter, still says he rented them, and is accountable for 650 per annum. Is this so, and if so, has he paid the rent? If not, what do you design? It will not do to cut off the pipes because they would be filled with moss, which would choke the pipes, to their utter ruin in 4 months. Besides, what is the necessity? If one agent does not do right, *reform him;* try another: you cannot be worsted. A competent mechanic to superintend the whole could be got for $400, not much less: but he could not be trusted with the money. Morgan, on seeing your letter, says, as it contains no authority to receive them, that he will not give them up till first of January next. By this step you lose 6 mos. rent. It appears to me evident, that your neglect has been the cause of your loss. I would not say so, except in regard to your own business; nor would I here say so, but that I cannot but feel a lively interest for your welfare. Something must be done, and done promptly, and in a way I must understand, or I cannot act for you. You have a decree against McCorry at last. You should give some instructions about running up the land to its value: it should shortly be sold. If anything is to be done in this matter, it should be attended to immediately. As early as October, I start for East Florida, and will be gone for 6 or 8 weeks. This absence is necessary to my private affairs. I cannot, therefore, visit New York this year, but will do it next. This trip will determine whether I leave Alabama permanently; but, should I determine in the negative, I should have no objection to becoming the purchaser of $\frac{1}{2}$ or the whole of the Water Works, upon fair terms. Hitherto, I have abstained from any considerable investment in this country, in view of my Florida property; but if I cannot promise my family health, I will not remove, no matter what may be the sacrifice. Let me hear from you immediately on these matters.

Your friend, JOHN H. LEWIS."

(Endorsed,) "(No. 35.)"

(*Letter No.* 36.)

Letter No. 36.

"Huntsville, Ala., Aug. 12th, 1831.

DEAR SIR:—A few days past I recd. a letter from Col. Lindsay, which informed me of his having seen you, and that you stated I had only drawn for $600 of the money deposited by him to my credit, which gives me some apprehensions that my bills on you must have miscarried. In order to ascertain the fact, I send you a list, and should beg of you, should any of the bills have miscarried that you will yet pay them.

March 26, 1831,	Bill 60 days to R. Cadman, interest off net,		$363.40
" " "	Rogers, Taylor & Williams, int. off net,		$298.49
June 4,	"	J. C. Kendale, at 5 days,	144.55
" "		Saml. Whittimore, sight,	98.54
			$904.98

Amounting to nine hundred and four $\frac{98}{100}$ dollars, not one of whom have acknowledged the rect.; pray, see that they do it, if possible. I give myself great trouble to get their money; remit it promptly, and then they will not take the trouble of acknowledging the rect. My friend, Col. Lindsay, has requested me to pay his brother George five hundred dollars, and says that my draft on you will be honored. I suppose he made the arrangement with you for its payment. By-the-bye, I sometimes get fatigued with advancing; I advanced for the Col. last spring and winter, two hundred dollars, and except the 900 left with you, I am without funds or an interest account; but he a clever fellow, and must be served. If I draw, I will write to him to have the money in hand before my bill arrives. Write to me in answer to my last.

Yr. friend, JOHN H. LEWIS."

(Endorsed,) "(No. 36.)"

(*Letter No.* 37.)

Letter No. 37.

"Huntsville, Ala., Aug. 28th, 1831.

THOS. A. RONALDS, Esq.

DEAR SIR:—My friend, Col. Lindsay, advised me that he had drawn on me for five hundred dollars, and that my bill on you for that sum would be honored. I answered him a few mails past, advising him of my readiness to pay his bill, and that he must have the funds in yr. hands, as I would draw on you. This, no doubt, he has done. I therefore *daw* on you at ten days sight, favor of Messrs. Jaffrey & Crane, for five hundred dollars on his acct. Wishing you well, I am

Your friend, JOHN H. LEWIS."

(Endorsed,) "(No. 37.)"

(*Letter No.* 38.)

Letter No. 38.

Phila., July 26th, 1832.

DEAR SIR:—Mr. Graham has enclosed me a commission to take your deposition in respect to the signing of the enclosed Covenant by Josh. Cox. You may recollect that for the purpose of securing your demand against Cox I signed that Covenant, agreeing to give him the benefit of a note I bought of Rogers & Gracie; and also, after it was drawn up and signed, he erased his name, and would not become a party to it. This fact I wish proved. 2nd.—By that, as you are advised, no rescision of the sale referred to in said Covenant took place in the stipulated time; at least you never have received any money or security under it from B. Cox; and that you are informed by J. H. Lewis that the certificate *were* returned to him, sd. Lewis, by B. Cox, and from the terms of said Covenant, sd. Cox is no longer bound by it. The hurry incident to leaving N. York, prevented me from getting your definite opinion about the Iron Works. McLaughlin's note of some 2000$ interest to Louisiana Bank, must be surrendered to him, and a decree obtained for Whiting's interest. Delay may make you lose this interest, as McLaughlin may transfer it. No equitable lien can attach for purchase money, as Whiting when he bought gave McL. as surety. You may still (if you see fit) exchange on fair terms an interest in the property for my Smyrna tract of land, but at its original cost, as lands are greatly reduced, and they will require a heavy expenditure to keep them up and get clear title, before very long. But be this with yourself, and I beg you to do nothing in the matter but what you strictly consider your interest; but if, after being fully advised of the situation of the property, you should suffer it to slip through your fingers, don't blame me. I have here no power of McL's interest whatever; he is insolvent, and may sell if his proposition is not embraced; and even Whiting may demand a reconveyance of his interest after my debt is paid. Should we bargain, I would expect to advance what will be necessary to take up McL's note with the Louisiana Bank, and let it be a charge on the property, as well, also, as to rebuild the furnace and furnace house. Without this being done, the property will not hold together 2 years, and then cannot be rented for any thing. If you do not like this proposition, I would like, as my professional business promises to be very heavy this year, to give them immediately up, retaining a lien on the one-third for balance which may be due me from Whiting, of which I will give you a full and satisfactory statement, so that you may derive rent immediately from them. They rent for $1000 pr. anm.; 500$ of which current year has been spent in repairs. Either way will suit me. I should expect to exchange my land at fair valuation by disinterested persons, and the Iron Works you know, was sold for 11200, at 1, 2 and 3 years. I will at all times, when practicable, gladly serve you; but having become involved once in the af-

fair to prevent Whiting & McLaughlin's transfering their interest, I shall avoid in future any like occurrence, except at your *positive request*. The whole concern is too troublesome for me to undertake, unless I am sufficiently interested to make more improvements—by *new buildings*, a forge, and purchasing the necessary water power. Now ponder well, and recollect if you estimate its value higher than original cost, it is unnecessary to make me a proposition, or if you want any other kind of pay. Your Mr. Boardman knows the value of my property, as it joined Hull's land: he sold to Durham's, and is rather better than Hull's. Let me hear from you immediately, for no time is to be lost. Your friend, JOHN H. LEWIS.

My professional prospects are very bright; I shall take with me for collection near 40.000$, and I think that I am in a fair way of paying for your house next year, should I fancy, more especially if I should salt down Waterman's. Pray present me to Mrs. Ronalds and friends, I leave this on Sunday for home. J. H. L."

(Endorsed,) "(No. 38.)"

(*Letter No.* 39.)

Letter No. 39.

"COPY

Of an order passed by the Mayor and Aldermen of Huntsville, relative to the Water Works. Regular Meeting, 9 July, 1832.

On Moction, J. C.

Ordered, That the report of the Committee to whom was referred the examination of all the contracts made between the Corporation and the owners of the Water Works be received, and that the board do determine in accordance with the advice of the said Committee, to bring suit against the present owners of the Water Works, for damages, for failing to comply with contracts entered into between the parties aforesaid: and that this determination be made known to the agent on his return from the eastward.

Test, P. S. WYATT, *Clk. Corpn.*

Huntsville, Ala., Aug. 29th, 1822.

DEAR SIR:—I reached home 3 days ago, after a tedious journey protracted from indisposition, and to-day had the above served upon me, under the presumption that I was your agent. I enclose it to you with a suggestion before made, that these things require attention. It refers to the state of the reser ir which leaks very much. As before repeated in my letter from Philadelphia, I cannot do any thing unless you request it, and then I will not go beyond positive instructions. This arises from the necessity of bestowing my time on my own business in part, and from your bad health. I have done nothing, nor did I call on McLaughlin about his interest in the Iron Works. Should he sell them, pocket the funds, and defy you, it will be the result of your own neglect. My time is much occupied in col-

lecting some $40,000 brought out by me from the north. I fear I shall not be able to visit Florida this winter, but will make every effort. As suggested in your letter to Mrs. Lewis let me advise you to go by *by* all means, and go to Alachua. Should you conclude, write me, and I may still go. In haste.

Your friend, JOHN H. LEWIS.

P. S.—My friends Barr, *Serrett* & Co. have not forwarded my bills for acceptance; tell them to do so, and inform me if Waterman's are accepted. The result of the Kentucky election decides this matter. The Jackson Govr. elected by a majority of 1200 votes, and the old chief always was in that State, from 4 to 5000 ahead of the favorite candidate of his party. Respects to Mrs. Ronalds and children.

L."

(Endorsed,) "(No. 39.)"

(*Letter No.* 40.)

Letter No. 40.

"Huntsville, Sept. 16th, 1382.

DEAR SIR:—Your letter of the 27th ult. was received last night, and I hasten to inform you what has been done. A. P. Horton's execution has been quashed, and I apprehend no danger from any thing that has been done, and will get McClung to attend to this matter, who I rejoice to say is again steady and attentive to business. The Court of Chancery of Franklin County, has affirmed the sale of the Iron Works. The title is now one-third in me for your use, one-third assigned by Whiting to me, for money advanced, &c., and the remaining ⅓ in Wm. H. McLaughlin, brother of James McLaughlin; and I will now make, if possible, the arrangement about completing title. Since I saw you, the furnace stack has fallen, and the renter has removed his hands and abandons the lease. They never can be rented again until the stack is rebuilt, and if it is not shortly rebuilt, the fine dam and fourbay I built last year, at an expense of more than $1000, will delapidate. Something must be quickly done. Until I settle with Napier, who rented, I cannot say how much Whiting owes me. I trust it is not great, for I have been surfeited with this property, and would be glad to shake it off, getting my own. It is very valuable improved, but not worth more than other tracts unimproved. It once lay idle from 1822 to 1828, and not one dollar of revenue was forthcoming. It will be so again if not put into operation. I know I have a better opinion of it than any of my neighbors but I know it in all its ramifications. Bartley Cox is compelled to pay 15000$ shortly; he has all but about $6000, and I could get a lien on his property for all he owes you if I had the money; if this lien is not got, it is doubtful when the large note will be paid, and poor fellow, if I had in my possession any thing that would relieve him, I would let him have it until doomsday; but I have nothing to

spare but real estate, and the greater part of that in Florida. Mr. Cruse is and has been engaged about the Water Works, and will shortly make an exhibit of the 1st half-year. Col. Percy, who rents your fine house, will leave this winter for St. Louis, and I shall be again perplexed to get a fit tenant. I expect to visit Nashville shortly, and will see McLaughlin. Lowe and Yeatman & Kent have accepted my bills you endorsed. Tell Sterrett, of Barr, Sterrett & Co. to see that Waterman's bills are accepted. Mr. Clay will not get one State west of the mountains. Mrs. Lewis and children are in tolerable health, and I shall not be able to visit Florida this winter. My business has quadruplicated in 4 months, and I am hourly engaged. More anon.

In haste, JOHN H. LEWIS.

THOMAS A. RONALDS, Esq.

Present love to Mrs. Ronalds and the children."

(Endorsed,) "(No. 40.)"

(*Letter No.* 41.)

Letter No. 41.

$2883.75. "Huntsville, 23rd May, 1826.

Two years after date we promise to pay to the order of Joshua Cox, twenty-eight hundred and eighty-three $\frac{75}{100}$ dollars, value recd. Witness our hands and seal.

[SEAL.] D. WHITING.
[SEAL.] JAS. McLAUGHLIN.

We have no offsetts, equities or defalcation against this note. Witness our hands, this 21st Sept., 1826.

D. WHITING.
JAS. McLAUGHLIN.

Recd. of James H. McLaughlin, the one-half of the within note, in an assignment of his interest on the Russell Valley Iron Works, in full discharge of him. JOHN H. LEWIS.

JOSHUA COX.

$2883.75. "Huntsville, 26rd May, 1826.

Three years after date, we promise to pay to the order of Joshua Cox, twenty-eight hundred and eighty-three $\frac{75}{100}$ dollars, value recd. Witness our hands and seal.

[SEAL.] D. WHITING.
[SEAL.] JAS. McLAUGHLIN.

We have no offsets, equities, or defalcation against this note. Witness our hands, this 21st Sep., 1826.

D. WHITING.
JAS. McLAUGHLIN.

Recd. of James. H. McLaughlin the one-half of the within note, by an assignment of his interest in the Russellville Iron Works, in full discharge of him, 27 Sept., 1832.

JOHN H. LEWIS.

JOSHUA COX.

$2883.75. Huntsville, 23rd May, 1826.

Four years after date we promise to pay to the order of Joshua Cox, twenty eight hundred and eighty-three $\frac{75}{100}$ dollars, value recd.

[SEAL.] D. WHITING.

[SEAL.] JAS. McLAUGHLIN.

We have no offsetts, equities or defalcation against this note. Witness our hands, this 21st September, 1826.

D. WHITING.

JAS. McLAUGHLIN.

Recd. of James H. McLaughlin, the one-half of the within note, in an assignment of his interest in the Russell Valley Iron Works, in full discharge of him.

JOHN H. LEWIS.

JOSHUA COX."

(Endorsed,) "(No. 41.)"

(*Letter No.* 42.)

Letter No. 42.

"Nashville, Ten., Sept., 27th, 1832.

DEAR SIR:—I have just time to advise you, that I succeeded in getting McLaughlin to make his brother transfer his entire interest in the Russell Valley Iron Works. I gave him five hundred dollars, payable thirty days after date in Huntsville, and the benefit of two certificates forfeited—the latter is of no value at present, and probably never will be. By this step we are free from any apprehension of the note of Whiting & McLaughlin to the Louisiana Bank, (which is $2500) and which was given as part pay for their interest. I also gave him credit for ½ of his notes to you, without discharging Whiting. The assignment is made to me, and I would now be glad to divest myself of the title, the whole being in me. The furnace stack can be rebuilt for $1000, so says a good judge. Would you prefer having me make you the deed for the whole, charging for the amt. due me? The stack must be rebuilt, and the property kept going. Write me.

Yrs. truly,

T. A. RONALDS." JOHN H. LEWIS.

(Endorsed,) "(No. 42.)"

(*Letter No.* 43.)

Letter No. 43.

"Huntsville, Ala., Oct. 12th, 1832.

DEAR SIR:—I recd. your esteemed favor of the ult., and feel much gratified at hearing of your improved state of health, yet regret your determination not to visit Florida, as I had great hopes that such a visit would enable you to estimate the value of the property I have on the coast at Mantanza and Smyrna, as well as my Alachua lands, which I am sanguine in the belief, will make me rich one day or other. I have also taken into consideration your scheme of selling the Water Works, and I have my doubts if they would not be sacrificed. My opinion has ever been, if you would sell one-half to some spirited man for a fair price, that the whole might be rendered productive. Say Doct. Fearn or E. Devendel, both of whom I believe might be induced to buy. The latter read your letter, and said if I would join him he would buy; but this is impossible, as I have already more business of my own than I can do justice to, and have ever made it a rule, rather to neglect my own than client's business. I wrote you a short time since, about my having gotten in McLaughlin's title for $500; this is an important acquisition, as it places the whole under your control. I wrote you also of the necessity of expending some 3 to 5000 more there, in rebuilding Furnace Stack and house, coal-house and forge. I have had the management of this establishment for several years, and I think I comprehend it, and feel willing to take an equal interest, if the money already advanced on them, and either of my tracts of land before mentioned will buy it. The latter, I propose giving at valuation. In order to preserve the property from entire dilapidation, the stack must be rebuilt. This I am informed can be done for $1000, the furnace-house at probably 800, coal-house at 200, and forge and site at 1500$. The fencing around the cleared land must be repaired; the latter can be done for rent of land next year, but it will take one year to rebuild the stack and house; by doing this, I can make the property rent for 2500 pr. annum, on a lease, but without it, it possesses no more value than other lands. To permit it to lie idle will induce others to build, and the whole, which is now good and new, such as the dam and fourbay, which cost me about 1000$ last year, will be lost. I say this for the purpose of letting you know my opinion of its value when improved, and to enable you to make me a definite offer about the matter, either to take the whole, subject to my demand of the amt. bona fide due me, or to sell me one-half, and take in pay my land and the money due me, on Whiting's third. The continual employment I have had professionally, has prevented me from settling with Napier. I shall do it early in Novr., and will give you a satisfactory statement. In the mean time, no time is to be lost in making contracts for rebuilding, as I cannot more than get ready for a blast by this time 12 months, and if delayed longer,

will lose one whole years' rent; so I wish this matter decided immediately; either way will suit me, but if I have to make provision for the improvements, I wish timely notice; without I shall never expend one dollar more in that quarter. I shall be compelled to advertise it for rent very soon, with a promise to rebuild, as Iron Master require long notice to prepare stock. In and by the time I can hear from you, I can get propositions for renting. I beg you to be decisive, as it will be inconvenient to divest my money that I would expend in repairs, after once invested, and I never suffer any thing to lie idle or improductive of mine. You seem to think I will lose my bet. I wish I had $1000 bet of it. Rest assured that Genl. Jackson will get Ohio, and I would thank you if Mr. Waterman will bet 500$, that he will bet that you will bet him for me, or any other good man in N. York; so make it if you can. Mrs. Lewis desires to be remembered to you, and I beg you also to present me to Mrs. R. and family, Yr. friend,

JOHN H. LEWIS.

P. S.—I find it impossible to visit Florida this winter. My professional business has increased lately, without *paralel.* I must go next spring or fall, however. L.

Bartley Cox is in Nashville trying to borrow 8000 to save Brown's Ferry. I went with him, but returned, leaving him. He *rely'* on Yeatman, Catron & McLemore, who holds his last note to raise it. I doubt if he will get it. I offered to advance it, if they would take truck and plunder for the note. They wait Mr. Yeatman's return, as he is the only man that can raise the cash among them. If they fail, they must accept of my proposition, and your debt will be safe, as I will give him till doomsday to pay, (with interest.)

LEWIS."

(Endorsed,) "(No. 43.)"

(*Letter No.* 44.)

Letter No. 44.

"Huntsville, Ala., Jany. 22nd, 1833.

DEAR SIR:—I am in rect. of your favors of the 26th Novr. and 4th December last. Your wishes, as expressed in those letters, would have been earlier complied with, but upon an examination of his, the collector's ac. I found too many errors, as he declined, on ac. of the difficulty accompanying the business, to collect the second 6 mos. I appointed Mr. J. C. Finley to collect the rents; he has nearly completed the same, and in a few days will answer your queries. From the price the Engineer is offered you, it will cost you too much. You have now an intrinsic difficulty of more moment. Thos. and Geo. Fearn who own the canal, have backed the water on the wheel so much, as it no longer can supply the town with water, and every one is complaining. I have had many interviews with them, but they are obstinate. I would advise a *suit* for a remedy—will you resort to it, or will you suffer your property ruined? In yours of the 26th, you

mention about the Iron Works, but you make no reference to the advance of $500 for McLaughlin's interest. The enclosed letter of Mr. Yeatman, has brought me to the conclusion with other matters, not to invest any more money in that quarter. I shall send you a memorandum of an agreement between Whiting and myself. In next month I shall settle with Napier, who has heretofore rented them, and when I can ascertain the balance the Works owe me. I should like to make the conveyance, and have the amount paid me. The title is now clear, and the patents made out to me, except ⅓ which McLaughlin conveyed to me. I also send you B. Cox's letter to me. It is well you should know how the matter stands; he has to pay about 15000$ to Haslep's heirs—he has all the money but $8,500. To raise the money he had two chances, first, to get Yeatman, Catron & McLemore, who holds his last note, to advance the amt. and get a preference, by first lien on Brown's Ferry, and 15 negroes, &c., or to get Yeatman, Catron & McLemore to sell the note to me, and I would advance the amt. required, and take lien for all the debts in my hands. I went with him to Nashville in Septr. Catron & McLemore professed their ability to raise their share, but offered the note they held, but on such terms, that I declined touching it. Cox staid there a week longer than I did, and it seems, left with an assurance that the money should be raised; in the mean time, he writes me the enclosed letter. It is now inconvenient for me to advance any money, as I have none idle. Had you not better raise the wind for him, and get security for all he owes you. This security would be first-rate, and would bear 8 pr. ct.; if I had $12000 on him I would do it, for if you do not, mark what I say, you will lose every dollar of it. It occurs to me, that you want decision; for want of this nothing is done. I would be glad to secure you, but I must not incur responsibility. With the Iron Works do as you please; the amt. due me will be no great things, I hope. But let me say, if they are rented on a building lease, at the end of the time your works are delapidated, and the wood all gone, and then what are they worth? Since I have had them, I have refused to let timber be cut, and as yet, we have been tresspassers on the public lands. If you wish to sell them, say so, and name terms and limit, and let them be advertized. The amt. due me might be paid out of first instalment. Mr. Finley will attend to the Works, and will correspond with you direct; he collects also the money, and attends to the Works in all its branches, for $400 per anm.

With respect, yr. friend,

JOHN H. LEWIS.

Mrs. L. has been confined to her bed for near 5 weeks, but is now gradually recovering, after the birth of a boy, my 5th. This, with the sickness of my children, and an unprecedented influx of business, has prevented, in part, my writing. I hope your health has recovered

as well as Mrs. R's. Permit me to urge a close of your business here. Was it my property, I would sell; but you know your interest best. My time is so constantly occupied, that I can give it little or no attention whatever. L.

P. S.—In the papers I left with you relative to the Water Works, I had schedule of tools; please send it to me, as I believe the man employed last year has taken some. L.

P. S.—I cannot lay my hand on Cox's letter, and will send Whitings agreement at another time. L."

(Endorsed,) "(No. 44.)"

(*Another Letter Numbered* 44.)

Another Letter numbered 44.

"Nashville, Octr. 29, 1832.

J. H. Lewis, Esq.

Dear Sir:—I have your esteemed favor of the 24th inst. A Mr. Heard (I do not recollect his given name) has the charge of building our two furnaces; he is a stone-mason of the first order, a steady and industrious man; there is no man in the State more capable than Mr. Heard to put up a furnace. I recommend you by all means to secure him; he would not, however, go for ordinary wages and for short employment; he is now engaged in the neighborhood of Dover Furnace, with R. Yeatman, at a salary of $400 pr. annm. Whether or not he can be spared, I cannot say: by your writing to Mr. Heard or to R. Yeatman, Dover Furnace, Stewart County, Tennessee, you can be informed. I again say that Mr. Heard is a first-rate hand. There is also a Mr. Grant, who built a furnace for S. Stacker & Co. a good hand, and competent to build a furnace; it does not require anything more than a good stone-mason to build a furnace, such as I presume, as you can meet with at almost any time, and almost any place. If you can, when your furnace is in blast, find a market at home for your castings and metal, I recommend you to build; if you have in view any market out of the State, do not build with the furnace new building, and those built within the last 12 mo. *In Tennessee the business will be entirely overdone.* Pig metal cannot be sold, (when all are in blast), to cover the cost. On this fact you may rely implicitly. I most sincerely believe that one-half or more of the furnaces now going up, and gone up, within the time named, will sink money to their owners. I should rejoice should it not be the case. The four furnaces that have been doing business for the last five or six years, have done a fair business; the price of Pig metal and Bloom has a good one at New Orleans, Cincinnatti and Pittsburg. Shipments to all those places done well. This induced many persons to engage in the Iron business. The number of furnaces that will, ere long, be at work, would have the effect of reducing the price considerably, independent of which, the price is already reduced, by the general stagnation of business, particularly in Cincinnatti and Pittsburg.

Yours truly, THOS. YEATMAN."

(Endorsed,) "(No. 44.)"

2376

(*Letter No.* 45.)

Letter No. 45.

"Huntsville, Ala., Feb'y 28, 1834.

DEAR SIR:—In your last letter to me, you requested me to employ some one to superintend the Water Works, and the Town Collector to collect the dues. This I done, at the same time I advised you of it, and that in reference to this matter, I could not render you further service. After the first six months, the collector *threw* up the office, and Mr. Finley undertook; both, I presume, wrote you, and both applied to me for settlement; but I refused to settle them, as they were replete with perplexities. Mr. John H. Walpole has applied to me to recommend him to the management of the Water Works. He is honest, and would attend to it as far as he could. You had better write him to settle the acct's, and remit you, as I will not do it for love or money. It would consume a quire of paper to tell all my reasons; but rest assured if I could do you service, I would. Cook got a decree for the money in suit *vs.* me and Armour. I shall pay it. No improvement has been made at the Iron Works, and they are rapidly delapidating; they cannot be leased on an advantageous contract, as before the lease would expire, the timber would be all consumed. I should like to know the state of your health. I shall not be able to visit N. York this summer, as my lands in Florida are to be laid off this fall, and I must spend 3 mos. there. With best respects to your family,

I am yr. friend, JOHN H. LEWIS."

(Endorsed,) "(No. 45.)"

(*Letter No* 46.)

Letter No. 46.

"Huntsville, Ala., April 28th, 1834.

DEAR SIR:—Your favor of the 29th ult. was rec'd some ten days past; our Fed'l Court being in session, in which I had a very heavy docket, prevented me answering it at an earlier period. The letter I have showed to Mr. Walpole, who will give it his attention, but I can't flatter you with the result. I have, at length got from Bartley Cox, a mortgage on Brown's Ferry. I have put it duly on Record, in the Counties of Limestone and Lawrence; as it was believed, and is still believed, that he will be bankrupt, I made my best terms, to wit: to pay annually of the debt $1500, with the interest on the whole debt, say $960, so that the yearly instalments, payable 26th of May in each year, will be $460. Catron, Yeatman & McLemore, who had a claim on him for 12,000, agreed to discharge him, by his paying 4000 with int. at 6 pr. ct., in 4 equal instalments, thereby losing of their debt 66⅔ pr. ct. I have got the first mortgage, and I think have placed it beyond doubt. Your house, you should sell. The Corporation is graduating the streets and squares,

and McAdamizing them, and your tax for several years will be some 30 dolls. for Corporation alone. The back gallery is rotting down, and in 2 years more will have to thoroughly repaired. The Russell Valley Iron Works should be sold, they are out of blast—stack bursted, buildings delapidated, and getting worse every day. I have been unable to get settlement with Napier, the tenant, who has left, of course can't say how I stand in reference thereto. I give all these facts by way of information. You can act as you please; time alone will induce purchasers to take hold. My time being so constantly occupied by my profession, that I have no time to spare, even to my own business hence. I do not seem (however much I feel) to take much interest in your affairs. Cautery or amputation is the only remedy in your case here, and was it mine, I should not hesitate what to do. In all matters under my charge, I have endeavored to make them turn out well; but "man may deserve success"—God alone can command." My lands being laid off in Florida, I must go there in October, and expect to spend the winter in their examination; they are 65 miles so-west St. Augustine. Such a delicious climate, so exempt from rain clouds and cold weather in winter, would restore you. Can't you come to St. Augustine. If so, and you will meet me in November, in St. Augustine, I will either go, or send my servant and carriage for you from Alachua, and I pledge myself, if orange groves growing wild thro' the woods, wild fowl, dear, bear, &c., &c., will please you, you should feel more delighted, than in Liverpool or Paris. I enclose you a check on Phenix Bank, New York, drawn by Branch of our State Bank, at Decatur, for $1700\frac{44}{100}$, say seventeen hundred and ten $\frac{44}{100}$ dollars, for disbursements, it being payable at 45 days, from 23 April inst., without *acceptance*. I must draw on you at 45 days, from 26 April, *without acceptance* also. I find great difficulty, and getting proper exch. And the Bank will not check at sight. Let me haar from you, and reflect well on the Florida trip. Mrs. Lewis accepts your remembrance in the liveliest manner; she is now in good health and spirits—the mother of four girls, 3 of whom are going to school, and the eldest, Mary, at the piano, and progressing handsomely at school. Pray, present me to Mrs. Ronalds and the children, and believe me your friend,

JOHN H. LEWIS.

$202.37 To R. Jaffray & Co., @ 42 L date, 28 Apl. without acceptance.

$661.74 To Goble & Thomas, @ (due 12 June, at Merchants' Bank).

$531 To N. Merasche, payable 10 June, at Branch Bank.

$100 To Charles J. Love, dated June 8, @ 3 dy. sight—paid 30 June.

$157.74 To Thomas L. Callender, dated June 24, @ 5 days sight—paid 13 July.

Rec'd of J. H. Lewis, a draft on State Bank of Alabama, at Decatur, @ 45 days after date of 23d April, 1834, (without acceptance), on Phenix Bank, New York, for $1710.44."

(Endorsed,) "(No. 46.)"

(*Letter No.* 47.)

Letter No. 47.

"Huntsville, Ala., May 9th, 1834.

DEAR SIR:—My last to you was of the 28th ult., covering original check of our Decatur Bank, at 45 days, for $1710.44, for disbursement, when collected. I also gave you an acc't of my having secured by mortgage, am't due from B. Cox, since which I have rec'd your favor of the 22 ult., which reached me by last mail, and without exciting suspicion of my motive. I have endeavored to learn the views of the Board of Aldermen. From all I can glean, they have no fixed views in reference to the value of the Works; but I should suppose that $8000 had been talked of, and I doubt if they would give more than this sum, on 6 pr. ct. stock, payable in 10 years. Understanding nothing about such property, except that this can be now more troublesome, and unfit for an absentee, I cannot form an opinion about them. If they were mine, I should get rid of them on some terms, and the sooner the better. I have not for some time been a member of the Board, but will urge upon the Corporation to become purchaser of them. As for myself, I would not have them as a gift to keep them up. I beg you to bear in mind my invitation to Florida this winter. Such a trip will do more to improve your health and spirits than any other that could be projected. It will take me 2 or 3 weeks to examine well my lands, and have them run out, and I should be most happy to meet you in St. Augustine, in Nov'r., early. I here send duplicate of the first check.

Your friend, JOHN H. LEWIS.

I have opened this letter to say, that I have just conversed with an influential member of the board. He thinks that $10,000 on 10 yrs. purchase, at 6 pr. ct., would be good for the town, of course, offer at 10,000, The Corporation would, no doubt, employ Mr. Anthony. I would not fail to take that sum if I could get it.

Yours, JOHN H. LEWIS."

(Endorsed,) "(No. 47.)"

(*Letter No.* 48.)

Letter No. 48.

"Huntsville, Ala., Jan'y 9th, 1835.

DEAR FRIEND:—I have just rec'd yours of the 22d ult., and I now acknowledge the rec't of a previous one, dated some 40 days ago; the last named, reached this during my absence from home, and the latter has found me laboring under the combined influence of chronic rheu-

matism and influenza. I will now endeavor to give you my views relative to your property here. In fact I would have done so earlier, but many things were developing themselves, that were destined to change my opinion of matters. First, I would not now sell the house, because the Legislature has just passed a law, giving us a Branch of the State Bank. 2d. It is now morally certain, that we shall speedily have a direct communication with the river, by a McAdam road, or a canal, and probably both. 3d. We have graduated our square, and McAdamized it, and intend doing the same with the principal streets. 4. The County intends appropriating some 20,000$ to the erection of a new Court House. 5thly. The County is very prosperous and will so continue. *5thly.* The new Board of Aldermen, of which I am Mayor, have taken into their serious consideration the purchase of the Water Works, and will no doubt open a fresh *negotion.* If bought, the establishment to be filled up, with reservoir on the hill, with iron pipes. They have also resolved to borrow $20,000 to effect these improvements. These reasons, I hope, will induce you to say that the time has not yet come, but will shortly. Before this, at all times, I would have advised the sale of the house, because of the material of which the back gallery is composed, now in part, requires immediate fitting up; and shortly the whole must be thoroughly repaired. My advice is, that all your property in this Country beside, be sold on time, as soon as possible. I contemplate visiting yr. City early this year, and will give you my views in detail. Mrs. Lewis joins me in the expression of the most heartfelt sympathy for your declining health. There is no boon from heaven more inestimable than health, except that (which I know you feel) of a consciousness of never having wronged any one. This, with the main abiding conviction of a superior life to come, will, I trust, enable you as a Christian, to bear with patience the afflictions of Providence. I had like to have forgotten to repeat, that I feel little doubt, but under the new security from B. Cox, of which I duly advised you, and that you will with tolerable punctuality, receive by instalment, the 12000 debt; that too is on an interest of 8 pr. ct. So fast as any thing transpires worthy of notice, I will advise you. Pray present me affectionately to Mrs. Ronalds and the children, and believe me Yours truly,

JOHN H. LEWIS."

(Endorsed,) "(No. 48.)"

(*Letter No.* 49.)

Letter No. 49.

"The following is probably all the available property belonging to the estate of Thomas A. Ronalds in Alabama:—A house and lot in Huntsville two-thirds of three quarter sections of land, lying in Russell Valley, on which the old Iron Works were built. By decree in Chancery, two more quarters are ordered to be conveyed by Master in Chancery. They are Iron Banks; cost 2$ pr. acre.

An equitable interest in two other quarter sections of land, near the same, of little value as farming land; total interest of Mr. R. ⅗ of 5 quarter sections; one bond secured by mortgage, drawn by B. Cox, for twelve thousand dollars, on about 5 May, 1834, payable by instalments as heretofore advised.

A tract of land in Limestone County, Ala., on which A. P. Horton now lives. This last is in some difficulty. This has never been in my charge.

Sundry other notes and bills to a large amount, for which he holds my rects., but which being of no use as insolvent, will be returned."

(Endorsed,) "(No. 49.)"

(*Letter No.* 51.)

Letter No. 51.

"Huntsville, Ala., Aug. 30th, 1835.

(The following is the advertisement referred in the foregoing letter.)

Valuable property at auction. On the first Monday in September next, will be sold without reserve, to the highest bidder, at the Court House in Huntsville, the large Brick House and Lot, now occupied by Mrs Clarke, in this town. The house is one of the largest and best finished in town, and is located on a most commanding site. Terms, five per cent. of the purchase money to be paid down; 20 per cent. on the 1st day of January next, when possession will be given, and the residue in 1, 2 and 3 equal annual instalments, without interest, and payment to be secured by deed in trust. A quit claim deed will be executed, and abstract of title on application, will be furnished by the subscriber.

JOHN H. LEWIS,

Agent of Mrs. Thomas A. Ronalds.

July 20, 1835.

DEAR MADAM:—By the enclosed advertisement you will perceive that the house and lot in this place, has been advertized for sale. To-day I was called on by Mr. Yeatman, to know at what price it could be bought at private sale. I was unprepared for the question, but ascertain that he is willing to pay on delivery of possession, $1000, and the residue, in 1 and 2 years after it, the sum of $4000. So soon as the property was advertized, many enquiries were made as to warranty of title, and being informed, that a quit claim deed would be executed, the same objection was raised that was made 2 years ago, when it was sought to be bought by the Female Academy Stockholders, that the dower of a Mrs. Lyle would be claimed; although I esteem the demand of Mrs. Lyle to be very uncertain whether it will be ever made or not, yet it affords a fit opportunity to prevent bidding. Therefore, concluded to postpone the sale till first Monday in October next, that you might have time to answer Mr. Yeatman's offer, through such friend as may call on you. Mr. Y.

can give any security, personal or real, that is desired. As yet I have had no time to attend to the residue of your concerns in my hands, but will do so either this or the next month. I beg your immediate attention to this matter. Mr. Ronalds offered this property one time for $4600; the offer refused. If Mr. Y. buys, the money will be paid in N. York; all charges to be paid by him.

With respect, JOHN H. LEWIS."

(Endorsed,) "(No 51.)"

(*Letter No.* 52.)

Letter No. 52.

"Huntsville, Ala., Oct. 3rd, 1835.

JN. D. WOLFE, Esq.,

DEAR SIR:—Mr. Yeatman begs off from the offer; from an offer made me a few days past for my property, I have concluded to authorize Mr. Posey to treat the for the purchase myself at Mr. Yeatman's offer. Could you feel inclined to warranty the title against the dower interest of Mrs. Lyle, I will give you 600$ more. Mr. P. is fully authorized to close it; say 1000$ paid 1st Jan'y, the bal. say $1500 in 1 yr., and 1500 in 2 years from 1st Jany. next, without interest. If you warrant title, then add 600 more to the 2 last instalments. Yr. ac. shall be sent after Court is over. Over much business has prevented me thus far.

With respect, yr. friend, JOHN H. LEWIS.

(Endorsed,) "(No 52.)"

(*Letter No.* 54.)

Letter No. 54.

"MRS. MARIA D. L. RONALDS, or

JOHN D. WOLFE, Esq., New York.

I advised you through M. Posey, of Mr. Yeatman having declined the purchase of your house and lot, and made an offer for it myself to-day. I have been offered a higher price, but being unwell, did not understand th the situation of the property was well or sufficiently understood; delicacy, therefore, induces me to notify you of this, and to say, that if I can sell for a higher price I shall do so on *your account*. even should yo have agreed with my agent, Mr. Posey. This offer was made by a planter in the country who is able to buy; seems to want it much, and no doubt, has by the aid of friends been induced to offer the price; understanding my declaration that it should not be sacrificed. So soon as I can see him again, I will endeavor to close it.

With respect your friend, JOHN H. LEWIS."

Huntsville, Oct. 13th, 1835.

(Endorsed,) ("No. 54.")

Letter No. 56.)

Letter No 56.

"Huntsville, Ala., Oct. 18th, 1835.

MRS. MARIA RONALDS, New York.

DEAR MADAM:—I have at length sold your house and lot in this place, to Mr. E. H. Rice, of Limestone County, in this State, for $6000, $3000 cash on delivery of possession, and 3000 in 1 and 2 years after, equal instalments, with interest at 8 pr. ct. from date, on each payment. Quit claim deed alone is to be given. I congratulate you on this excellent sale. So soon as Mr. R's health will admit, and he can come to town, I will forward the necessary papers for your signature.

With respect Yr. friend, JOHN H. LEWIS."

(*Letter No.* 53.)

I have split on the interest on the last instalments for the purchase of the house occupied by Mrs. Clarke, and now I am open to receive Mr. Rice's bid. I will take 6000$ for the house and lot; $3000 on delivery 1st Jan'y, 1500 1st Jan'y, 1837, 1500 on the 1st of Jan'y, 1838; int. on the 2 last payments. A quit claim deed will be made. Mr. Rice shall have till Monday next to 3 o'clock, to take or refuse.

J. H. LEWIS.

Oct. 16, 1835.

I will take the property as proposed above. Octo. 17th, 1835.

E. H. RICE.

(Endorsed,) "(No. 56.)"

(*Letter No.* 57.)

Letter No. 57.

"Know all men by these presents, that I, Maria D. L. Ronalds, devisee of Thomns A. Ronalds, deceased, of the City and State of New York, do hereby constitute and appoint John H. Lewis, of the Town of Huntsville, in the State of Alabama, my true and lawful Attorney for me, and on my name and behalf, to convey by deed of release and quit claim, and not otherwise, all my right and title in and to a certain house and lot in said Town of Huntsville, lying on Lincoln Street, on which there is a brick dwelling-house, occupied by Mrs. Clarke, containing by estimate, ninety-hundreths of an acre, be the same more or less; it being the same house and lot as was conveyed by Joshua Cox and wife, to Thomas A. Ronalds, by deed, dated the 22nd of May, 1826, which is recorded in the office of the Clerk of the County Court of Madison County, Alabama. Hereby ratifying and confirming whatsoever he the said John H. Lewis may do, according to the power contained in this instrument. In testimony whereof, I have hereunto set my hand and seal, in the City of New York, on the day of 1835; and John D. Wolfe, of

said City of New York, doth also hereby authorize and empower said John H. Lewis, to release and discharge all right, title and interest he may have in and to the abovenamed property, by virtue of any mortgage that may have been executed to him by Thomas A. Ronalds, dec'd. In witness whereof, as well as the said M. D. L. Ronalds, as the said John D. Wolfe, have hereunto respectively set their hands and seals.

[SEAL.] (Signed,) MARIA D. L. RONALDS.
[SEAL.] JOHN D. WOLFE.

Sealed and delivered in the presence of

I, A. B., Notary Public, duly commissioned, and residing in the City of New York, do hereby certify, that Maria D. L. Ronalds, and John D. Wolfe, both residing in the City of New York, personally appeared before me, and severally acknowledged the signing, sealing and delivery of the foregoing power of Attorney, from them to John H. Lewis. In witness whereof *of*, I do hereby set my hand and affix my seal of office, this day of December, 1835.

Huntsville, Ala., 22nd Nov., 1835.

JOHN D. WOLFE, Esq.,

DEAR SIR:—Since the rec't of your favor of the ult., Mr. Posey has returned and exhibited the contract for the purchase of the house in Huntsville, belonging to Mrs. Ronalds. Your letter, from its tenor, gives me no alternative but to provide the means of the first payment. Accordingly, I have written to the Cash. of our Bank at Decatur, to send you a check on the Phenix Bank, New York, for one thousand dollars. I send form of power of Attorney, which you and Mrs. R. will please execute and send me. Should Mr. Rice take it, I will make the deed, and secure the balance as contracted for with me; should he not, the deed can be made me at your leisure. At all events, I must be ready on the first day of January next, to make the deed. Please lose no time in its execution, and send it back. As you hold mortgage on it you must release. As yet I don't know the particulars of the attachment, but will learn it, and duly inform you. By next mail you will get the check.

Your friend, JOHN H. LEWIS.

Mr. Rice who wrote me he would take the house and lot has never been here since. L."

(Endorsed,) "(No. 57.)"

(*Letter No.* 58.)

Letter No. 58.

"Huntsville, Ala., Nov. 26th, 1835.

JOHN D. WOLFE, Esq., New York.

DEAR SIR:—A few days past, I advised you of my having re-

quested Mr. Deurno, Cashr. of our Decatur Bank, to remit you for Mrs. Ronalds' check for $1000, as first payment, for house and lot, in Huntsville. I also requested a power of Atty. to be sent me. The non-appearance of Mr. Rice, induces me to suspect an inclination to get off, as his bargain is reported a very bad one, especially since the almost total failure of our cotton crop. Please send me certificate copy of T. A. Ronalds' will. I now send duplicate.

With respect, JOHN H. LEWIS.

The statement of Otey & Kinkle, is on an assigne claim from one Horton, resulted from a contract between him and Mr. Ronalds personally, on which was a suit 3 years ago, and defeated in the Supreme Suit, on the ground of informality. So soon as the press of business is over, I will, by private hand, send all the papers for your examination. Mr. Ronalds' counsel in the matter is absent; his advice is necessary as he knows all about it.

J. H. L."

(Endorsed,) "(No. 58.)"

(*Letter No.* 59.)

Letter No. 59.

"Huntsville, Ala., March 28th, 1836.

JOHN D. WOLFE Esq.

DEAR SIR:—Your several favors have been received, hoping soon to have it in my power, to send you some paper, explaining the ground of attachment levied on the Brick House, and Lot of Mr. Ronalds' estate. I have not written you. Mr. McClung defeated the suit in Limestone County of this state, and knows the particulars. He has been so constantly absent, I could not get particulars, as none of the papers are on file. The Court sits in three weeks, when it can be fully known, and some estimate made of the justness of the demand. At that time I will send a full statement of all the transactions between Mr. Ronalds and myself, as well as all service rendered, which were never charged—because the business was not wound up. Please draw on me at sight, for five hundred dollars. By first of May, I calculate with certainty, of sending you some two thousand five hundred dollars. When I was daily expecting the patent, for the land of the Russell Valley Iron Works. The papers have been sent back as defective. The defect I can supply, and would be glad to know if it would not be more agreeable that I should send Mrs. Ronalds, a deed of her interest, as the deeds are in my name. It is proposed to create a great Stock Company to rebuild those Work—to get it incorporated with capital of fifty thousand. If this should be done, and it can with some trouble, I think the property would bring $15000. A little enterprise would achieve it, and I will make the effort. It would have been done before this, but I have been confined at home the whole winter, without time to spare. I omitted mention that I feel solicitous about this attachment on the house and lot, as I have

had to execute a Penal Bond, of two thousand dollars, against the claim which is now alledged to be $1500, and it has postponed the passing of titles. I do not understand the claim, but fear it, as judgment was once recovered on it, in Limestone County, of this State, but reversed in our Supreme Court, for a technical error. Judge Hopkins told me that the suit would be sustained. However, I will send you all of the papers, and, in the mean time, will take every step I can to defeat them.

With respect, JOHN H. LEWIS.

P. S.—I would much prefer sending Mrs. Ronalds a deed for the Russell Valley property, as I have too much of my own to attend to.

L."

(Endorsed,) "(No. 59.)"

(*Letter No.* 60.)

Letter No. 60.

"Huntsville, Ala., May 14th, 1836.

MRS. MARIA D. L. RONALDS, New York.

MADAM:—Your favor of 26th ult. was recd. by last night's mail, and I hasten to answer it. In reference to the sale of House and Lot in this place, there seems to exist a difference of opinion, in reference to whom is entitled to proceeds of sale to Mr. Rice. Ever since the receipt of Mr. J. D. Wolfe's letter of 26th Oct. in answer to mine of the 13th same month, and no answer being given to mine of the 18th Oct., I conceived that my proposition to give you the benefit of the sale to Mr. Rice had been rejected. Under this impression, I remitted the first instalment of $1000, and upon rect. of this, Mr. Wolfe says it is recd. as "first instalment on House and Lot, although at the bottom he remarks, I hope you will keep Mr. Rice to his bargain; and Mr. Wolfe's letter of 26th Oct. Mr. W. remarks: "Mr. Posey will have shown you the agreement. He told me if you did not take the lot on these terms, that a friend of his would take it. Upon Mr. Posey being informed of my correspondence, and my wish to give you the benefit of the subsequent sale, he claimed the right to it, if I refused it. You rejecting my offer, and failing to answer mine of 18th Oct. which gave particulars of the sale to Rice, and I accordingly remitted first instalment. I will not at this time comment on the course adopted by Mr. Wolfe in reference to this whole affair. It is obvious, however, that upon receipt of mine of the 13th Oct., 1835, he did not credit fully the motive which influenced my course toward you; and that believing it was a mere trick to rid myself of a hard bargain, he refused to accept of my offer. This is the more manifest, from the fact that I never got from him one complimentary expression, until the matter had been placed beyond doubt by the acceptance of $1000. Unwilling, how-

ever, to do any thing which will reflect in the slightest degree upon my integrity and fairness, I propose to suubmit the whole affair to Chancellor Kent, to whom I am unknown, but whose character for probity is such as claim the most implicit confidence of any and every person. By a gentleman who leaves this on the morrow as a a visitor to West Point, appointed by Secr. of War, I will send the whole papers and correspondence, to be submitted to Chancellor Kent, and beg you to lay before him my letters of the 13th and 18th Oct., 1835. His decision I will abide by, and trust that it will prove satisfactory. As it will be a business matter, Chancellor Kent must be paid equally by each of us, and I will, upon being advised, remit my share of the charge. In reference to my letter of 28th March, —a full copy of which I have not kept—I may have omitted to state that the $500 was for house rent, altho' this much is not due you. Yet, as I shall charge an interest account on monies advanced for Mr. Ronalds, expect to allow interest. Mr. Cox when second instalment is due, will not be at home, it is said, till first of June. He has been absent anterior to time the money falls due. I omitted to state that I had to execute my bond to Mr. Rice, to indemnify him against the attachment, before he would ratify the bargain. Should it, in your opinion, be important, I will send Posey's written statement, showing that he considered the bargain his if I declined it.

With respect, your obt. servt.,

JOHN H. LEWIS."

(Endorsed,) "(No. 60.)"

(*Letter No.* 61.)

Letter No. 61.

"Huntsville, Ala., Jan'y. 27th, 1837.

DEAR MADAM:—I am in receipt of your favor of 9th inst., and hasten to answer it. By reference to my letter book, I find that, on the 5th of December last, I advised you of the receipt three thousand dollars, recd. of B. Cox, and held subject to your order. Also, on the 9th of same month, I sent you the first of Exchange of Chaffin, Kink & Co. on John W. Tilford, Phila., dated 5 Dec., 1836, at 30 days' date, for $1610, say sixteen hundred and ten dollars, on ac. of 2nd instalment, and interest for purchase of your house here. On the 9th same month I sent duplicate of same. I am inclined to think that both letters were to the care of Bishop & Wolfe. By this mail I write to Mr. Tilford, and request him to pay the amount to you, and address you on the subject, as he must have been advised of the draft. It was payable to my order, and by me endorsed to you, and the money could only miscarry by the mails, or your name forged, before it could be lost. This, however, is my own lookout, as I was to pay in New York. It was my full determination to have taken pains to have fully advised of the condition of your husband's interests in this quarter, both what had been in my hands and what I knew to be

in the hands of others. But, after reflection of the course adopted by Mr. D. Wolfe, in saying he could not find the book in which Mr. Ronalds kept our mutual accounts—also, that he carefully selected portions of my correspondence when, by recurrence to it, the whole business would have been manifest—I came to the conclusion that I was dealt disingenuously with, and that I would wait until a proper demand was made of me, before I would correspond further on the subject. If this matter now rests with you, and it is your wish to learn fully the state of your husband's affairs, I will, to the extent of my abilities, give it. Up to 1832, our dealings, so far as regards accepts and disbursements of money, corresponded. Charges for professional services were reserved until the closing of the business. At present, no portion of your interests are suffering here, except a right you have to a tract of land lying in Limestone County; and not having been under my care, I have not attended to it. It is probably worth some $2000. If it is your desire, I will get possession of it for you. Hoping that you will continue to write when your interests are concerned.

I am, with respect, yr. obt. servt.,
JOHN H LEWIS."

(Endorsed,) "(No. 61.)"

(*Letter No.* 62.)

Letter No. 62.

"Phila. Oct. 2nd, 1837.

MRS. M. D. L. RONALDS, New York.

DR. MADAM:—I rec'd on the day before yesterday y'rs. of the 19th inst. I shall not certainly be in N. York. I trust that you rec'd by Mr. Veitch, $1235, at his request I had counsel in the suit, Otey & Kinkle, *vs.* Ronalds, $100, the residue of the sum due you on my purchase of yr. house I have with me. I will now avail myself of the opportunity of explaining why it was not promptly remitted. On Dec. 5, 1836, I bot. the draft of Chaffin, Kink & Co., on Tilford, of this place, and remitted the same in duplicate; both were robbed from the mail by the time I learned its fate. No exchange of any kind could be had, and however, after long delay and advertising bot. the amount at 12½ per cent. I have been advised that a prejudice exists in the mind of Capt. Spencer, relative to the purchase of your house in Huntsville, by me. Having acted in the whole affair in a manner that has met the approbation of myself and friends, I feel it due to myself, to see that he is disabused of the error. For this purpose I have brot. with me all the papers and correspondences, and design submitting them to him. I trust he will be in the city on my arrival; one more matter, your friend Mr. Wolfe said, the book in which the ac. current of the dealings between your late husband and myself was lost. This fact combined with the additional one, that only portions of my correspondence was selected by him to

show me, excited such misgivings as made me resolve that I would only give statements, when specifically called to do so. If however, *you say* that the Ledger is lost, I will exhibit the acct. and pledge myself not only to satisfy you of its accuracy, but of any and every person. I trust I shall be able to do so fully, and to relieve myself from any further care of your interest in this quarter.

With much respect, I am yr. obt. sert.,

JOHN H. LEWIS.

P. S.—I expect to be in N. York in a few days. L."

(Endorsed,) "(No. 62.)"

(*Letter No.* 63.)

Letter No. 63.

"Huntsville, Dec., 27, 1837.

MR. J. D. WOLFE.

SIR:—Since I wrote you a few days ago, I have found it convenient to pay the balance due Mrs. Ronalds, and have accordingly this day, deposited in the Branch of the Bank of the State of Alabama, at Huntsville, $1738.67, seventeen hundred and thirty-eight dollars and sixty-seven cents. It was understood between Mr. Lewis and myself, that the money was to be paid here, and I hope that this arrangement will be satisfactory. You will please send Mrs. Ronalds recpt. for the above amount, or direct Mr. Lewis to receipt for it; and to surrender my obligation, as this is the balance due on the contract made with him. In conclusion, I would say that Alabama Bank notes will buy more property than they would at the time the contract was made, by at least ten pr. cent.

I am sir, your E. H. RICE.

Branch Bank, Huntsville, Dec. 27th 1837.

The deposit to the credit of Mrs. M. D. L. Ronalds, stated above has been made by Col. Rice.

JAMES PENN, *Cash.*

JOHN D. WOLFE, Esq.

DEAR SIR:—At your request I called on Mr. Rice, Mr. R. thinks and so do I, that his contract was to pay at this place. The money is ready, and is deposited to credit of Mrs. Ronalds, in our Bank. My last advices from Phila. of the 12, that checks on Mobile, in Phila. could be cashed at 4 dis. on our Bank; we have no eastern exchanges. I reached home a few days past; had been quite unwell, received your communication, am satisfied will credit Mrs. R. worth $2000 on my books and send acc. current. In a few days

will write to Cox and urge payment, and would take your written instructions about the land in Limestone County.

With respects, JOHN H. LEWIS.

If Mrs. Ronalds will not receive the money here, please send me her check in your answer to this.

Yrs. E. H. RICE."

(Endorsed,) "(No. 63.)"

(*Letter No.* 64.)

Letter No. 64.

"Huntsville, Ala., Jan'y 10th, 1839.

JOHN D. WOLFE, Esq., New York,

SIR:—Yours of Dec'r 10th I have just received; absence from home, with the repeated promises to pay two instalments now due, has occupied a gap in our correspondence. With Cox it stands thus; While exchange was high he would pay nothing but Alabama money, which he offered me about 12 mos. ago. In October I saw him, and offered to lose 2½ pr. ct. of 5 pr. ct. exchange, and threatened suit; he begged not to be sued, and said that he would pay without, but probably owing to my frequent absence from home, it may have been neglected. I will write him a letter forthwith, and say if he does not pay by the 15th of March, that I shall sue him. Now will you oblige me by backing me, by writing to him at Brown's Ferry, Limestone County, Ala., and say that you have ordered suit to be brought, unless the whole amount in arrear is paid; he will then, no doubt, offer Alabama Bank notes, which I would advise you to take. Even Decatur Bank money (not specie paying) would buy the best bills on N. Orleans, and Mr. Lowe could invest the money. Believing that Cox would pay, prevented a full statement of acc. which I desired to send you. Should the threat of suit not procure payment, the acc. shall no longer be delayed, yet it would have pleased me to have remitted two instalments at once. In reference to title papers of the Russell Valley Iron Works, the Commissioner of the Genl. Land Office, after issuing a patent for one qr. section, sent the certificates back, and required a certificate of the Clerk of the Court at Russellville, to each certificate. This has and will produce delay; but it will not effect title, which you may now take from me in shape of deed of release, or bond for title, as you may deem best; the former would suit me best. Let me know, under the circumstances which you prefer. Write me immediately in answer to all the matters herein contained. Mr. Rice lives in this place, but once resided 14 miles off in Limestone County.

Respectfully, JOHN H. LEWIS."

(Endorsed,) "(No. 64.)"

(*Letter No.* 65.)

Letter No. 65.

"Huntsville, Ala., Oct. 10th, 1839.

MRS. RONALDS, and J. D. WOLFE, Executors.

I yesterday rec'd of B. Cox, three thousand five hundred and sixty-two $\frac{70}{100}$ dollars, in current bank notes, for which I credited him by $3507. He would only submit to loss of $55.70 exc'h. I shall convert it into an undoubted bill on N. Orleans, and remit you; but should you not like the mode, let me know, and I will place it to yr. credit on book. He will pay $2000 more in a month, by satisfactory acceptance on N. Orleans.

With respect, JOHN H. LEWIS."

(Endorsed,) "(No. 65.)"

(*Letter No.* 66.)

Letter No. 66.

Huntsville, Ala., Nov. 10th, 1839.

MR. J. D. WOLFE, New York.

SIR:—Yrs. of the 27th ult., is at hand. In answer, I have requested Messr. Wm. Knox & Co., of Montgomery, to remit your their bill on Dick, Hill & McLean, New Orleans, at 6 mos. from the 1st inst., for $3705.20, being principal of amt. due, with add. int., at 6 mos. from 1st inst., at 6 pr. ct. pr. ann., and 1 pr. ct. exchange. It is 2 mos. short of the time at which drafts are drawn on North Ala., and no sight exch. on any point can be had here. The bill is undoubted, and you need not fear of its being dishonored. The residue shall be promptly remitted when recd. As to taxes, I have never paid anything, nor have I been requested to do so. I have not been at Russellville in 4 years, and in fact, my time is so occupied, that I cannot visit that place. A man is in possession of the property there, but I know not his name, nor does he pay any thing.

Respectfully, JOHN H. LEWIS.

Decr. 16th, 1839.

Camarioco, Island of Cuba.

The above letter has been sent to Mr. James D. Wolfe, by mistake, and is returned to New York, by the first opportunity."

(Endorsed,) "(No. 66.)"

(*Letter No.* 67.)

Letter No. 67.

"Huntsville, Ala., Dec. 11, 1839.

DEAR MADAM:—Since my last I have not been advised of the rec... of Wm. Knox & Co's. bill as advised; altho' they write, they

have remitted it. To day, Mr. Cox paid six hundred dollars more in Alabama Bank notes; says he will pay in 2 or three weeks $1400 more. Shall I remit by bill, or short date on N. Orleans, when in rect. of the bale promised.

With respect, J. H. LEWIS."

(Endorsed,) "(No. 67.)"

(*Letter No.* 68.)

Letter No. 68.

"Knoxville, April 10, 1840.

MR. J. D. WOLFE, and

MRS. MARIA D. L. RONALDS, New York.

I here send 1st exch. Jn. B. Finley, and A. Finley, to the order of Michael Ditto, and by him endorsed, accepted Lockhart, Fearn & Donegan, N. Orleans, at 6 mos. date, Nov. 20th, 1839, for $500, say five hundred dollars, which I discounted at int. and 1 pr. ct., say 20$, leaving ball. due you of $120, on last collection of B. Cox. As I have been absent from home for two months, I know not what Mr. Cox has done. Please draw at sight for $120

With respect, JOHN H. LEWIS."

(Endorsed,) "(No. 68.)"

(*Letter No.* 69.)

Letter No. 69.

"Huntsville, July 14, (42.)

MRS. M. D. L. RONALDS.

DEAR MADAM:—Yr. favor is at hand. Mr. Cox having failed to make further payment since the last remittance, and the whole debt being now due; I caused a Bill to be filed for a foreclosure of the mortgage and sale of the property. The summons was not served until the last term of our Federal Court; a decree will probably, had in the Spring term of the Federal Court. The papers sent on to Washington for a patent to the Russell Valley Lands, after several year's detention, had been returned for informality. I cannot trust them by mail to Russellville, but hope to find private opportunity; they merely require additional certificates of the Clerk of the County Court. I hope to be in your city this summer, and shall be pleased to call and see you and fulfil your wishes. Please address Wallace & Lewis, hereafter about the case against Cox.

With respect, JOHN H. LEWIS."

(Endorsed,) "(No. 69.)"

(*Letter No.* 70.)

Letter No. 70.

"Huntsville, Ala., Dec. 13th, 1843.

MRS. MARIA D. L. RONALDS, New York.

DR. MADAM:—My last letter advised you that a Bill in Equity had been filed in the Federal Court to foreclose the mortgage of B. Cox, Esq. Mr. Cox, is now here and the law's delays combined with his precarious health, has induced me to submit to him the following proposition. To wit: That at the May Term of the Federal Court for 1844, he permit a decree to go by consent for the entire sum due, and to be binding on all his lands not included in the mortgage premises, and to be sold on your requirement at any time you may order by giving three months notice. In consideration of his placing it on this footing, and thereby avoiding the casualities of death, &c., I have assured him that I would use my best exertions to prevail on you to receive the debt by payments of two thousand dollars yearly, in semi-annual payments of one thousand dollars each. Mr. Cox has been very much harrassed by the payment of 9 or 10,000 on acc. of his brother Joshua's debts, and offers this as the reason why he has been unable to pay for the last two years, and now, inasmuch as this decree places it in your power to get your money when you may desire it, and it will bear 8 pr. cent. interest. I beg if possible, that you will enable me to say to Mr. Cox, that you will accord with his wishes. He signs the necessary papers now, and will rely solely on your bounty.

With respect, yr. obt. servt.

JOHN H. LEWIS.

P. S—I will send you a copy of the decree. LEWIS."

(Endorsed,) "(No. 70.)"

(*Letter No.* 71.)

Letter No. 71.

"Huntsville, Ala., June 10th, 1844.

MRS. MARIA L. D. RONALDS, New York.

MADAM:—On the 23d ult. a decree of foreclosure was rendered inr the Fedl. Court at this place, in your behalf, *vs.* Bartley Cox, for ten thousand and seventy-seven $\frac{68}{100}$ dollars, which bears an interest of 8 per cent. per annm; with liberty on your part of ordering the sale of the mortgage premise at 30 days notice. To-day Mr. Cox paid an acct. of ten hundred and seventy-five $\frac{72}{100}$ dollars, by check on Nashville and Tennessee money, and learning that the rate of exchange was from 1½ to 2 pr. ct. I thought it as well to send my own bill on Greenways, Henry & Smith, of your city, at one day's sight for ten hundred and fifty-nine $\frac{22}{100}$ dollars, which with $16 50 charged for

exch. makes the amt. The debt is good beyond all doubt; Mr. C. will pay $1000 more this year, and hopes for your indulgence.

With respect, JOHN H. LEWIS.

P.S.—Please acknowledge recpt. L."

(Endorsed,) "(No. 71.)"

(*Letter No.* 72.)

Letter No. 72.

Huntsville, Ala., Sept. 12th, 1844.

MRS. MARIA D. L. RONALDS, New York.

DEAR MADAM:—I this day received of B. Cox, eight hundred and eighty-one $\frac{93}{100}$ dollars, and I here send you Martin, Pleasants & Co. bill at sight on Brown, Brothers & Co. N. York, payable to your order for eight hundred and seventy-three $\frac{26}{100}$ dollars, which cost a premium of one per cent., say eight dollars and seventy-three cents, making in the aggregate eight hundred and eighty-one $\frac{99}{100}$ dollars, for which he is credited on the decree of foreclosure in the District Court of the U. States for North Alabama. I expect to be in your city early in October, and shall come fully prepared to give a final close to my stewardship.

With respect, yr. obt. sevt.

JOHN H. LEWIS.

Bill 873.26
Prem. 8.73

$881.99."

"(No. 72.)"

(*Letter No.* 73.)

Letter No. 73.

"Huntsville, Ala., April 25, 1840.

MRS. L. D. RONALDS & J. D. WOLFE.

At Knoxville, I enclosed you original of bill drawn by John B. Finley & A. Finley, on and accepted by Lockhart, Fearn & Donegan, of N. Orleans, date Warrenton, Ala. Nov. 20th, 1839, at six months to order of Michael Ditto, for $500, dis. 20$ leaves due you in all of B. Cox, $100. After an absence of 2½ mos. I have just reached home. No news of Mr. Cox, except he is growing too intemperate to do business. Shall write him, acknowledge rect.

Respectfully, JOHN H. LEWIS.

I send duplicate. L."

(Endorsed,) "(No. 73.)"

(*Deposition of James H. Thomas.*)

The Deposition of James H. Thomas.

IN THE DISTRICT COURT OF THE UNITED STATES,

For the Northern District of the State of Alabama:

J. D. WOLFE and M. D. L. RONALDS,
Exs. of T. A. RONALDS,
vs.
BARTLEY COX.

In this case, Complainants will propound the following interrogatories to James H. Thomas, a witness, residing in the County of Maury, and State of Tennessee, whom answering to which will be used as evidence in the hearing of this cause.

(*Interrogations by Complt. to J. H. Thomas.*)

1st. Do you know the parties to this suit?

2nd. Are you or not the Attorney in fact for the Complainants in this cause? If so, how long have you been so?

3rd. As such Attorney, did you or not ever attempt to settle with John H. Lewis the accounts between him and the Complainants? If so, did you succeed?

4th. Failing in that, did you or not ever attempt to make a compromise of said accounts with Lewis?

5. When said attempt was made, was or not George Cox present? If so, what part did he take or act in it?

6. Please state, as far as you can now remember, all you said and did on that occasion.

7th. Did you or not, at any time, admit that the accounts made out by said Cox, and exhibited by said Lewis against said Executors, was absolutely and unconditionally correct? Or did you or not agree to take the items in his accounts as the basis upon which to found a compromise?

8. Did you or not, by anything you said or did, or any admission you may have made, intend to bind said Executors unconditionally? or were they to be of no avail if you failed to complete said compromise?

9. Do you, or can you set forth any other matter or thing, which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, in the matters in question in this cause? If you, set forth the same fully and at large in your answer.

ROBINSON,
Counsel for Complts.

We acknowledge notice of the above, this 11th Oct., 1849.

CABNISS & SHEPHERD,
Sol. for Lewis.

(*Cross-Int. to Jas. A. Thomas.*)

Cross-Interrogatories to be propounded to James H. Thomas.

In answer interrogatory No. 3rd. Will you state the time when the first account between said Lewis and Thomas A. Ronalds dec'd. was cast? Whether or not you were not requested to scrutinize every item; and whether said Lewis did not make manifest every item in the account? Whether or not did you express any dissatisfaction at the time; and was not the account so cast referred to the parties interested in New York for the correction of any errors?

2nd. Did you not so refer it; and did you not, after the lapse of several months, revisit Huntsville, and, by the aid of George Cox, recast the account; and were not all the errors enumerated by you corrected by said Cox?

3rd. Were there any discrepancies in said account in the cash debits and credits; and does not said account exhibit truly the cash dealings between said Lewis and the deceased, and his representatives?

4th. On the casting of the account in the first instance, were you not furnished by Complainants J. D. Wolfe and Maria D. L. Ronalds all of said Lewis' receipts and letters, and, especially, an instrument signed by said Lewis, which stipulated as to the basis of said settlement; and is not the paper hereunto appended and marked *A.* a true copy; and were you not instructed, and did you not adhere to this, as the basis of the settlement.

5th. Where is the instrument referred to in No. 4? Is it in your hands, or your assistant Counsel, James Robinson?

6th. Did you make any objection to the account when first cast; or did you, at any time before your second visit to correct the first account express dissatisfaction, and, for the first time then, speak of compromise?

No. 7. Did you not state your objection to rest on the fact that it was hard on the Complainants to pay 8 per cent. interest, when they were loaning money in New York at *at* 5 per cent.; and did not said Lewis reply that it was Cox the defendant who paid 8 per cent., and not complainants; and did not said Lewis say he had postponed himself, in order to satisfy the demands of Complainants and the deceased Thomas A. Ronalds, as well as to accommodate B. Cox, their debtor?

No. 8. In answer to interrogatory No. 8 did you ever hint, much less express, the design in casting the account with said Lewis, that it should not be a final settlement? And for that purpose did you not dispute at least one item of charge, and by agreement with said Lewis, refer the same to Silas Parsons, Esq,, who affirmed Lewis' charge.

No. 9. Is your brother not the owner of all the remaining assets of the said Thomas A. Ronalds, in Alabama?

No. 10. Are you not interested in the result of this investigation? If so, state the nature and character of the interest.

No. 11. Will you look at paper marked B., hereunto appended, and say whether the same is not in your hand-writing; and is it not the same paper you furnished George Cox, to indicate the errors in the original account; and was not the said account corrected by said Cox according to this memorandum?

No. 12. Did the parties in New York point out any other errors but such as were exhibited in said memorandum?

No. 13. Did ever you make any overtures for compromise until the account was recast by George Cox, and the errors and omissions furnished by you corrected on said account?

No. 14. Did not the said Lewis, after said account was adjusted by George Cox, after all or any part of said account was not satisfactory to you or the parties interested, that the Lewis would consent to its reference to members of the legal profession; and did you not then and have you not always declined such reference, either to attorneys or business men?

No. 15. Did you not express yourself to George Cox entirely satisfied with the diligence, attention and skill that said Lewis had shown in the management of the business of said T. A. Ronalds?

16. You have spoken of efforts made by you to compromise with Mr. Lewis. Did you mean to say there was an agreement between you and Mr. Lewis to refer the matters of account between you, or a proposition that you should abate any charge against Mr. Lewis? If so, state what charge, if any, you proposed to abate against Lewis, and when the proposition was made?

17. Did Lewis propose any compromise to you? If so, state what it was, and when made.

18. Did Lewis entertain or accept any proposition *mad* by you for a compromise? If so, when the proposition was made, and what it was?

19. After the cash account was stated by Cox, if you object to any items of charge against Ronalds, state what item it was."

(*The paper marked A. referred to in the cross-int.*)

(The paper marked A.)

"The charges of Mr. Lewis for business done for T. A. Ronalds, dec'd will be made as follows:—

To wit; 2½ pr cent. for securing, and 5 pr ct. for collections; if at any time circumstances rendered it politic to take additional security, an additional charge of 2½ pr cnt. will be made, when the same was taken at the request or by the assent of s'd Ronalds.

The 2½ pr ct. will be made as a cash debit to s'd Ronalds at the time the service was rendered, and balance shall be struck from year to year, and interest allowed on all balances, whether for or against.

Other services rendered by said Lewis will be charged the usual rates, if not agreed to by the representatives of Mr. Ronalds. Professional gentlemen in Huntsville, Ala., shall estimate their value, without regard to said Lewis' charges, and what they say is proper shall be allowed.

Any charges that may have been omitted heretofore by said Lewis shall be allowed according to the above principal of securing and collecting.

Upon money advanced by said Lewis for said Ronalds, the usual commissions for advancing shall be allowed said Lewis.

Interest given and taken shall be 8 pr cent.

(*A.*)

When sums due said Ronalds were deemed insolvent, and real estate taken by said Lewis in payment by assent of said Ronalds, said Lewis shall be allowed 7½ pr ct. on the estimate value thereof, or if not agreeable to Mr. Wolfe, the proper charge shall be left to professional men as above."

(*The paper marked B. referred to in the cross-int.*)

(The paper B.)

"Omitted Horton's charges,	$360.	Intst.	482.02
" Iron Works,	846.27	"	1070.32
Part on House and Lot,	460.00	"	654.00
Sale of Water Works,	125.00	"	
Charge for release on Robinson,	235.00	"	300.00
Collaterals on M. Ronald's Estate,	121.25	"	154.88
Armour's bill & suit *vs.* Neal, 50 & 20$,	70.00	"	72.00
	2207.52		2741.22
Part of charge defending Robinson,			2207.52
Suits,	2256.05	½	4948.74
			$2536.87

Items in (*B.*)

Deed to Cox property and recording same,	$7
Cost of suit in Federal Court,	17
Recording deeds,	6
	$30

9795,92
2685.48

$7110.44 1 Feb'y, 1845.

Sept, 13. To Comon Cockbury,	$4.11	$20.56
See date of Knox bill of	35.62	
Error in Toland's draft, Apl. 1, '30, of	50 cts.	
Error M. Codman, Mch. 21st, '31,	$3.63	
Error in Goble & Thomas, June 16th, '34,	20 cts.	
Omitted Chancellor Kent's ac't, 1837,	$26.	
Apl. 3, '37. Two instalments for house,	1610.	
Dec. 20, '38. 3rd "	1738.67	

(Endorsed,) B. Geo. Cox's Duplicate.

THOS. C. MCDOWELL."

(*J. D. Wolfe's letters, enclosing copies of papers marked A. & B.*)

New York, October 26, 1837.

SIR:—You will find enclosed copies of the papers which you requested. Chanc. Kent has returned me the papers, accompanied with his opinion thereon, and a charge of fifty dollars for the same. He declines furnishing duplicate. I therefore directed a certified copy to be made, and forwarded by mail. You will be pleased to credit Mrs. Ronald's with twenty-six dollars, being your part for Chanc. Kent's opinion and half of Notary's charge.

Resp'y yours, &c. JOHN D. WOLFE.

JOHN H. LEWIS, Esq.,

The above is John D. Wolfe's genuine. JAS. H. THOMAS."

(*Compl'ts rebutting interrogatories.*)

(The Complainants' rebutting interrogatories.)

Rebutting interrogatories by Complainants.

1st. Were you or not also, at the same time, the Attorney at Law for Complainant, as well as Attorney in fact?

2nd. Were or not any and all the admissions and declarations made to you by complainants, and referred to and spoken of in defendant's cross-interrogatories and your answers thereto, made to you in that character, as well as that of Attorney in fact?

3rd. State all and everything complainants said to you at the time referred in cross-interrogatory fourth, and your answers thereto, in relation to the paper writing mentioned in said cross-interrogatory.

The above rebutting interrogatories are objected to by the Atto. for Deft. ELIJAH HANSBOROUGH,

Master in Chancery.

The State of Alabama.

DISTRICT COURT FOR THE NORTHERN DISTRICT OF ALABAMA,
At Huntsville, in the State of Alabama.

I have this day called and caused to come before me, at my office

in Huntsville, James H. Thomas, for the purpose of taking his deposition in a case now pending in the District Court of the United States, for the Northern District of Alabama, at Huntsville, wherein Thos. A. Ronald's Extors. are compl'ts, and Bartley Cox is defendant. And the said James H. Thomas being by me first duly sworn, deposes, in answer to the annexed interrogatories, cross-interrogatories, and rebutting interrogatories, as follows:

(J. H. Thomas' answers to Int.)

Answer to 1 interrogatory. I do.

2nd. I am the Attorney in fact for complainants, and have been so for several years since my first visit to Huntsville.

3rd. As such Attorney I have several times endeavored to settle the accounts between said parties, but did not succeed.

4th. I made various propositions, and so did he, for compromise, but we disagreed and did not compromise.

5th. Lewis and myself had much conversation upon the subject. I think it was my third visit to Huntsville, that Cox acted as clerk for Mr. Lewis. Upon my second visit, I believe it was, Mr. Lewis had gotten Thos. D. McDowell to make out his accounts. Coming to no agreement, I went home, and returned again some months, or a year after. When Mr. Lewis, as well as I remember, brought forward some new items of account; these were discussed, and I complained to Mr. Lewis of the trouble I had in getting him to state his account; he then spoke of Cox as being a fine accountant, and said he would employ him to make it out; he returned, and said he had put Cox to work, or that he would do it, or some such words. We went on to talk of the subject; we tried to settle, and tried to compromise, at least I did, and he expressed himself equally desirous to settle it some way among ourselves, by compromise or otherwise, but we failed. I was anxious to leave for home, and went to the room where Mr. Cox was at work; he was progressing with the accounts. Cox was making the acct. for Lewis, not for me; but I was to have a copy, as Lewis agreed to furnish. I suggested some errors upon the basis, that Lewis had given to be corrected, to make the account agree with itself. I do not remember whether he made the correction or not, but suppose he did. I regarded Cox as being Lewis' agent alone.

6th. It is impossible for me to recollect all I said and did upon that occasion. I and Lewis had beendiscussing various propositions for settlement and compromise, and all I said to Lewis, or to Cox, for I regarded him as representing Mr. Lewis when he was not present, was upon the full impression that nothing that was said by either party, could or would be brought up as evidence. Further, T. A. Ronalds had been dead some 8 or 10 years. I never had known him or his family until Feby., 1845. From the best information I could get, the family and representatives of Ronalds knew very little about his business in Lewis' hands. They had sent me a part of the corres-

pondence, and I was left to find out as best I could, the state of the case. I knew very little to admit, and very little to deny, and consequently made many enquiries which I do not now recollect.

7th. I never did admit the account made out by Cox, and exhibited by said Lewis to me, against said executors, was absolutely and unconditionally correct, for I never knew or believed it to be so. The accounts were two-fold, first, what he called his cash account; second, his account of charges for services as attorney. We went over his cash account, and some items I believed correct, from the correspondence I had; other items he showed me were correct, others he said were correct, but showed no proof. After we had then gone over it again, I concluded that if we could agree upon the other accounts for services, that I would take his statements as to the cash account, as correct, and for the sake of getting it closed, settle it accordingly, and probably so said, but failing to settle the other account, I did not consider myself as agreeing to anything. I did not know then, nor do I now know what amount of money Mr. Lewis has or had recd. belonging to Ronalds or his estate, or with what amount he should be charged. I do not remember that Mr. Lewis claimed to have remitted to N. York any money, but what we found correct, though upon this subject, all the proof that I had, is either in the possession of Mr. Lewis, or Mr. Robinson, Atto. in this case. But I had no proof or knowledge whether or not Mr. Lewis had charged himself with all moneys which he had recieved.

8. I did not intend to bind the complainants unconditionally, or any way, unless a compromise was affected, nor did I suppose they would be so considered bound by any one.

9. As far as I remember, this is answered in the various other proceedings and subsequent answers.

(*J. H. Thomas' Answers to Cross-Int.*)

Answers to Cross-Interrogatories.

1st. I cannot state the time when first account was cast, but believe it was about a year or near that before Cox made out his. Lewis expressed himself as desirous to fully satisfy me upon every point. I do not remember that he used the word "scrutinize." Some of the items he showed proof for, others he only made manifest by his declaration. At that time, I do not remember how I expressed myself, as to my satisfaction or disatisfaction, or whether that I said anything about it. I know I was greatly surprised at its amount, mainly in relation to the fees, and would not settle any part of it without further proof. I did refer a copy of the McDowell act. to New York to Complainants.

2nd. I did refer the account to the parties at New York, and after the lapse of several months, revisit Huntsville, and Cox recast the account for Lewis; as I have before stated, I believe errors were corrected, as to mere figures, but as to the correction of items they were not.

3rd. So far as I recollect or believe, the accounts of Mr. Lewis for monies actually paid complainants, were admitted by complainants, but as to monies claimed by Lewis to be paid to others, and as to what amounts Lewis had collected for complainants, they, as well as I, professed ignorance, as to whether they were correct or not.

4th. Mrs. Ronalds and Mr. Wolfe, did send me some of Mr. Lewis' receipts and letters, but said some of the letters of Mr. Lewis were mislaid. They did send me a paper now attached to Mr. Davis, marked F , together with a letter, and one containing a tariff of charges, differing from said paper. Upon receipt of this paper, I found written in pencil upon it, "proposals by Mr. Lewis in 1835. I believe the paper is a true copy. I was not instructed to settle by said paper; but upon the contrary, complainants so far as I know, desired it, being anything but a proposal upon the part of Mr. Lewis, and that they did not and had not agreed to it.

Mr. Lewis made it the basis of his account, but contrary to my views then and now.

5th. It is attached to Davis' deposition.

6th. I think that upon our first interview, compromise or amicable adjustment, or words of like import were used, and from first to last I thought this was what we were trying to affect. I did not suppose we were trying to make proof for either side. I never got Mr. Lewis' full act. until my third visit. My disatisfaction with the items of act. commenced early, and grew until we concluded. When I first expressed it, I do not remember. I do not intend to intimate that Mr. Lewis intentionally withheld the delayed items. Upon my first visit to Huntsville, Mr. Lewis was not at home, but I wrote to him that I wished a settlement.

7. In the conversations, I did refer to the fact, that Mr. Lewis remitted money, claiming to be creditor at the same time; and he did excuse or justify some what in the terms of the interrogatory, but I did not see the justice of it to Complainant.

8th. When Mr. Lewis was going on making out the account, I believe with McDowell, I pointed out some items as being high, Mr. Lewis said it was usual, and proposed to ask some lawyer, I believe it was Parson's, tho' I am not sure. I said very well, or some such words; he wrote a note and sent it to Parsons, I forgot by whom, probably a black boy—he returned with some words written upon it approving the item, I do not remember but believe I did not read the note, it made very little impression on my mind, not supposing either would be bound by it. Therefore I speak only as my best impressions.

9th. My brother, is the husband of one of the five children of Thomas A. Ronalds decd., one of the said children, the youngest is yet a minor, I believe, to the best of my knowledge or belief. My said brother has no interest in this matter, further, than as husband, as aforesaid.

10. I have no interest in this suit whatever.

11th. The paper marked B is in my hand-writing except some figures, those in the interest column on page 1, some figures in lower left-hand corner on same page, and also on page 2, the name Thos. C. McDowell and some figures to the right thereof. Upon looking at the paper, I recognized upon the paper 1 some items of Lewis' act. that I made out to aid me in the effort at a compromise. While we were discussing these items, Lewis mentioned some additional charges which he claimed against Complainants, and probably some credits, and I put them down, some in ink and some in pencil. From this fact, I suppose he mentioned them at different times. Whether I handed this paper to George Cox or not, I do not recollect, I have no remembrance what I did with it. Whether he connected the account as to these items, it, the account will show. I do not recollect but believe it was corrected as to Kent's fee, but refer to the account.

12th. I do not remember that the parties in New York pointed out any special error, but left it to me to settle it as I should find right and proper. I conversed with them in 1845, and in 1846, they seemed to know very little, and unwilling to give special directions.

No. 13. I have answered this heretofore.

No. 14. Yes.

No. 15. I have no recollection whether I said to Cox any thing upon that subject, I had no personal knowledge of what dilligence and skill he had used only as I had heard, and that principally from Lewis.

No. 16. I do not mean to say that there was any argument between Mr. Lewis and myself, to refer the matters of account between us. Mr. Lewis proposed such reference. I said no, that we, I thought, could do it as well, and we both agreed to make the effort. I was anxious so to settle it, and he expressed himself as being equally so, and with this desire, I entered into it with the determination to yield a part of what I believe the just rights of the Complainants, to effect a settlement. I proposed to allow Lewis some fees, which I did not believe he was entitled to, and he proposed some slight abatement but still we were several thousand dollars apart. I cannot now recollect the specific propositions for abatement on either side, nor the precise time when made, but upon reference to the paper B, and finding the pencil memorandums upon it. I know that these matters were talked over the day or evening before, and the morning before Geo. Cox closed said account. I proposed to let our claims for rents of Iron Works and land thereto attached, set off against his claims for fees in relation thereto. I proposed to give him the whole Limestone lands, in payment of his fees in getting it, I believe all the propositions I made for abatement were in some connection with his charges for fees. I recollect that these all were talked over before, and while Cox was making out said act. Cox was put to work, and as Lewis said, and then he and I continued our discussions, talking over these matters.

And all this before I saw Cox, in relation to the matter.

No. 17. Lewis proposed some abatements, but I do not remember what they were.

18. He asked me to make propositions, and I did make them; but he did not except them.

19. After Cox finished the accounts, I do not remember that I accepted to any specification, in what Lewis called his cash account. I believe that his fees, that were correct were then more than paid, and if he would have yielded his claims for further fees, I would have taken the cash account upon trust. My attention was therefore then mainly directed to the fees, but inasmuch as we could not settle the fees, I give over further effort.

(*J. H. Thomas' Answers to rebutting Intr.*)

Rebutting Interrogatories.

1st. I was attorney at Law, as well as attorney in fact for complainants.

2d. They were.

(*This interrogatory of Answers objected to by Deft.*)

3rd. Jno. D. Wolfe stated, that Mr. Lewis presented the paper in relation to his fees, and left it with him—that he did not assent to it. I asked him how Lewis came by a copy, he said that Lewis called or wrote for a copy, and that he thought Davis made a copy in his Wolfe's letter, and sent it to Lewis; but he was not certain who wrote the copy. The whole conversation I do not pretend to recollect, but I do remember the above. I am a licensed and sworn Attorney in the Supreme Court of the United States, and also in the state of Tennessee. I have never taken a license as Attorney in the state of Alabama, or been sworn in as such.

(*Complts. atto. objects to this Answer.*)

In answer to a parole question by Defts, I state that I remember no objections being made by Complainants to any charges by Lewis, for moneys remitted to them, or paid them personally in cash or otherwise, when we conversed upon the subject. I do not remember whether we had the account before us or not. I remember that Wolfe said that there were some items for expenditures in Alabama, that he had no knowledge of. I do not remember, what other or whether any other specific items were referred to.

And further this deponent saith not.

JAMES H. THOMAS.

Sworn to, and subscribed before me, this 23rd day, of October, 1849.

ELIJAH HANSBOROUGH.

Master in Chancery.

THE STATE OF ALABAMA,
Madison County, ss.

I, Elijah Hansborough, Master in Chancery for the District Court for the Northern District of Alabama, at Huntsville, do certify that *that* the foregoing deposition of James H. Thomas was taken by me, on the part of comp'ts, on this 23rd day of October, 1849, to be read as evidence in a case pending in said Court, wherein Thos. A. Ronald's administrators are compl'ts, and Bartley Cox is defendant. That said deponent was by me duly sworn; that said deposition, together with the interrogatories, cross-interrogatories and rebutting interrogatories, with exhibits marked B. & A. are hereto attached.

Given under my hand and seal this 23rd day of October, 1849.

[SEAL.] ELIJAH HANSBOROUGH,
Master in Chancery.

During the examination of said witness complainants objected, separately, to each of the defendant's cross-interrogatories, and the answers thereto, stated below,—interrogatories one, two, three, six, seven, eight, eleven, twelve, fourteen, fifteen, nineteen, and the answers thereto,—and further objected to the second and third clauses in cross-interrogatory one, and the answer thereto.

Also, to the last clause of cross-interrogatory seven, and the answer thereto.

The compl'ts atto. made the above objections at the taking of this deposition. ELIJAH HANSBOROUGH,
Master in Chancery."

(Endorsed,) "Compl'ts Testimony."

(*Deposition of E. B. Davis.*)

(The deposition of Ezra *G.* Davis for Compl'ts.)

UNITED STATES OF AMERICA:
Southern District of New York;
City, County and State of New York, *ss.*

Be it remembered, That on this Fourth day of May, in the year of our Lord one thousand eight hundred and forty-nine, I, George W. Morton, a Commissioner duly appointed by the Circuit Court of the United States, for the Southern District of New York, in the second circuit, under and by virtue of the Acts of Congress entitled, "an Act for the more convenient taking of affidavits and bail in civil causes, depending in the Courts of the United States," passed February 20th, 1812, and the Act of Congress entitled, "an Act in addition to an Act entitled, "an Act for the more convenient taking of affidavits and bail in civil causes, depending in the Courts of the United States," passed March 1st, 1817, and the Act entitled, "an Act to establish the Judicial Courts of the United States," passed September 24th, 1789, did call and cause to be and personally

appear before me, at my office, at the United States Courts, in the City of New York, in the said Southern District of New York, in the State aforesaid, Ezra *G.* Davis, to testify, and the truth to say on the part and behalf of the plaintiffs, in a certain suit or matter of controversy now depending and undetermined in the District Court of the United States, for the Northern District of Alabama, at Huntsville, Alabama, in the District aforesaid, wherein John D. Wolfe, surviving Executor of Thomas A. Ronalds, deceased, is plaintiff, and John *A.* Lewis is defendant.

And the said Ezra *G.* Davis being about the age of forty-five years, and having been by me first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the matter of controversy aforesaid, I did carefully examine the said Ezra *G.* Davis, and he did thereupon depose, testify, and say as follows, viz.: That he resides in the City of New York, more than one hundred miles from Huntsville, Alabama, the place of trial of the above entitled cause, and is by profession an accountant; that he has lived in the City of New York for forty-three years and upwards, and was well acquainted with the late Thomas A. Ronalds of the said city, now deceased, and whose representatives are the plaintiffs in the above entitled suit; that the said Thomas A. Ronalds died in the City of New York, on or about the eleventh day of April, 1835; that deponent was employed in January, 1834, by Peter Lorillard, now deceased, and who was the father-in-law of the said Thomas A. Ronalds, as accountant, book-keeper, and agent of his estate; that from January, 1834, until the time of his death, Thomas A. Ronalds was very much confined to his house by illness, and during this last mentioned period deponent was in the habit of very frequently seeing Mr. Ronalds at his house, and consulting with him in relation to his affairs and business, and of executing for him various business duties and affairs in the City of New York; that on the death of Thomas A. Ronalds, his widow, Maria D. L. Ronalds, and his brother-in-law, John Daniel Wolfe, became the executors of the will of Thomas A. Ronalds; that from and after the first of April, in the year 1835, witness became accountant for the executors, and all remittances of money passed through the hands of deponent; and the entries for the receipts and disbursements of the estate of Thomas A. Ronalds were made by witness, and the correspondence in relation to the estate came under the observation of witness; deponent was well acquainted with the handwriting of said Thomas A. Ronalds, deceased, and has frequently seen him write, and that the paper writing which is annexed to this deposition, and marked A., G. W. M., is in the handwriting of the Thomas A. Ronalds, deceased, excepting the words "the above is in the handwriting of Thomas A. Ronalds," which last words are in the handwriting of John Daniel Wolfe. Witness says he first saw said paper writing, marked A., among the papers of said Ronalds, after his decease, and deponent believes that it was found after the said Ronalds' death among his papers relating

to the business *relating to the business* existing between said Ronalds and the defendant, John H. Lewis.

Deponent says he has frequently conversed in relation to the business of said Thomas A. Ronalds with said Lewis, with the above mentioned Mrs. Maria D. L. Ronalds after her husband's death; that she died in the city of New York, on or about the 20th of May, 1847; that deponent never heard of any agreement having been made as to the charges of said Lewis against said Ronalds, taxable between said Lewis and the said Ronalds, in the life-time of the latter, or between the said Lewis and the representatives of said Ronalds, or any or either of them, since his decease, and deponent does not believe such agreement was ever made; that the paper writing hereto annexed, marked F., G. W. M., is, as deponent believes, in the proper handwriting of said Lewis; that, according to deponent's best recollection, the said paper, marked F., G. W. M., was exhibited at an interview in 1837, between Lewis and Mrs. Ronalds, at the house of Mrs. Ronalds, to which deponent has referred, and that on such interview, Mrs. Ronalds, referring to said paper, marked F., G. W. M., said the charges of Mr. Lewis were too high, to which said Lewis replied that if, on inquiry, his charges were thought to be too high, he was willing to submit them to the judgment of professional men in Huntsville, Alabama. Deponent says that Mrs. Ronalds invariably said, so far as he knows and as he verily believes, that the charges were too high; and deponent has no knowledge, and does not believe, that any of the representatives of said Thomas A. Ronalds ever assented to Lewis's charges, or to any rate of charges proposed by him.

Deponent further says, that the paper writing hereto annexed, marked G., G. W. M., is a copy which he finds in his regular office letter book, of a letter purporting to be, and which he believes was written by John Daniel Wolfe, executor, &c. of said Ronalds, at the time it bears date, to said Lewis; and that the paper writing marked H., G. W. M., is a copy of a letter which deponent sent to said Lewis by mail, addressed to him at Huntsville, Alabama, at the time of the date thereof; and that deponent, according to his best recollection, and as he believes, he forwarded it at the same time by mail in an enclosure, directed as last aforesaid to said Lewis, copies of the paper writing hereinbefore mentioned, and marked respectively A. & F., G. W. M. Deponent further says, that he has seen the said John H. Lewis when he was in the City of New York, after the death of the said Ronalds, some time in the year 1837; and deponent was present at several interviews between said Lewis and Mrs. Maria D. L. Ronalds, the widow of said Thomas A. Ronalds, and John Daniel Wolfe, the executors of the last will of said Thomas A. Ronalds; and in particular, deponent was present at an interview between said persons in the City of New York, in 1837, when said paper writing, marked A., G. W. M., was shown to said Lewis, who thereupon remarked that he had not thought there was such a paper

in existence, and that he had not brought on with him his pocket book. Deponent further saith, that the paper writing hereto annexed, marked respectively B. C. & D., are bills of exchange found among the papers of *of* said Thomas A. Ronalds, and which deponent believes are signed by said Lewis as drawer, and that the paper writing, marked E., is a copy, of which deponent is informed and believes is another bill of exchange drawn by said Lewis is not now in possession of deponent; that the writing in red ink on said copy is in the handwriting of said Thomas A. Ronalds, and that memorandum of payment, which is subscribed to the last paper writing, marked E., deponent is informed and believes, is a copy of an original receipt subscribed by the signatures of the firm of Robert Jeffries & Co. Deponent further says that, as appears by the book of account of Thomas A. Ronalds, all of the said four bills of exchange last above referred to, were duly paid by said Thomas A. Ronalds.

EZRA B. DAVIS.

Read to and subscribed by the witness, Ezra B. Davis, on his examination before me, on May 4th, 1849.

GEO. W. MARTIN,
U. S. Comr.

(*Exhibit A. to Davis' dep.*)

Copy of ac. taken from John H. Lewis' Pocket Ledger.

Dr.			Cr.	
T. A. Ronalds, New York, in ac. with John H. Lewis.				
Dec. 24, 1827,	To check Louis'a. Bank,		281	84
Jan'y. 7, 1828,	" Maddox' bill @ 60 dy. sight, nett, 779.60		787	"
" " "	" Cash Corporation Taxes,		7	50
Feb. 8. "	" Cash Printer, trust sale, &c.,		9	"
Apl. 11. "	" B. M. Lowe's bill on B. & K.,		277	75
	" Master's bill @ 60 ds.,		236	87
	" Yeatman and Kent's bill,		450	"
	" Cash *vs.* paper,		200	"
July 16, "	" Corporation Taxes,		9	"
Aug. 9, "	" Mr. Patton's bill 60 ds., Int off, net,		1188	"
Oct. 20, "	" State and County Tax,		4	50
Jan. 1, 1829, "	Recording deed to Lewis for Cox,		2	"
	" " " Wolfe, Dec. 7,		2	"
Aug. 7, "	" Costs of suit *vs.* Neale, Sheriff,		30	31
Sep. 23, "	" Corporation Taxes 1829,		9	"
Nov. 28, "	" State and County Tax 1829,		6	"
Feb. 15, 1830, "	Advg. house to rent,		3	"
" 26, "	" Fire buckets for house,		5	
Mar. 22, "	" Cash paid Judgment of Abner Robinson,		2014	66
Sep. 13, "	" Commissions on 411,21 of Coborn,		20	56
Dec. 10, "	" State and County Tax,		6	"

Jan'y. 18, 1831,	"	Amt. of Improvement bill,	201 63
	"	Corporation Taxes 1830,	12 15
May 1,	" "	Bill for Pale Fence and Gates,	155 43
Oct. 12,	" "	Corporation Taxes 1831,	8 "
Feb. 3, 1832,	"	State and County Taxes 1831,	6 75
May 3,	" "	Costs in Chancery suit, *vs.* Armour,	59 37

Omissions.

May 12, 1832,	"	Cash paid by you by Col. Lindsay,	900 37
Decr. 14, 1828,	"	L. Maddox' bill on Prime & Co., Int. off, nett,	1830 82
Sept. 1831,	"	Cash pd. you by Col. Lindsay,	500 "
Sep. 11, 1827,	By	Cash of Winston,	300 "
" 12,	" "	" J. Morton,	100 "
Nov. 25,	" "	" "	305 "
" "	" "	" Winston,	358 "
Jan'y. 7, 1828,	"	Int. on Maddox' bill,	7 84
Feb'y. 9,	" "	Cash of Reddick,	122 72
Mar. 5,	" "	" W. Payne,	82 94
Feb. 15,	" "	" M. Hale,	438 50
Mar. 24,	" "	" J. J. Winston,	528 75
Aug. 7,	" "	" Thos. E. Tart, (Winston, Tart & Co.)	1196 18
Sep. 8,	" "	" Hereford,	199 04
"	" "	" Thos. Winston,	106 27
"	" "	" Alsbrook & Nealy,	86 84
Dec. 7,	" "	" Cockburn,	1800 "
Sep. 13, 1830,	"	" T. Cockburn,	159 58
		" Cockburn & Davis,	257 63
Jan. 18, 1831,	"	House rent from Fearn for 19 mos. @ 200 per an.,	316 66
Mar. 26,	" "	my bill to Cadman, 367 03,	363 40
	" "	" " Rogers, Taylor & Williams, 301 47,	298 49
May 3,	" "	House rent of Speck,	112 49
June 4,	" "	Cash my bill to Kendal,	144 55
Jan'y. 13, 1832,	"	House rent of Percy,	250 "
Ap'l. 27,	" "	Cash of Hill and Alsbrook,	78 "

Omissions.

Ap'l. 1, 1830,	By	my draft @ 90 dys. to Robert Toland,	507 50
March 1831,	"	my draft to S. Whittimore,	98 54
Sept. 1831,	"	my draft to Jaffrey & Crane,	500 "

The above is in the hand-writing of the late Mr. Ronalds."

(Endorsed.) "Exhibit A. G. W. M."

I had the paper in my possession while Mr. Lewis and I was trying to settle the case. JAMES H. THOMAS.

(*Exhibit. F. to Davis, depo.*)

The charges of Mr. Lewis for business done for T. A. Ronalds,

decd. will be made as follows, to wit: 2½ pr. ct. for securing and 5 pr. ct. for collections. If at any time, circumstances rendered it politic to take additional security, an additional charge of 2½ pr. ct. will be made when the same was taken at the request or by the assent of sd. Ronalds. The 2½ pr. ct. will be made as a cash debit to sd. Ronalds, at the time the service was rendered, and balances shall be struck from year to year, and interest allowed on all balances whether for or against.

Other services rendered by sd. Lewis, will be charged the usual rates; if not agreed to by the representatives of Mr. Ronalds, professional gentlemen, in Huntsville Ala., shall estimate their value without regard to sd. Lewis' charge and what the say is proper shall be allowed.

Any charges that may have been omitted heretofore, by sd. Lewis, shall be allowed according to the above principal of securing and collecting.

Upon the monies advanced by sd. Lewis, for sd. Ronalds, the usual commission for advancing shall be allowed sd. Lewis. Int. given and taken shall be 8 pr. ct. When sums due sd. Ronalds, were deemed insolvent, and real estate taken by said Lewis, in payment by assent of sd. Ronalds, sd. Lewis, shall be allowed 7½ pr. ct. on the estimated value thereof; or if not agreeable to Mr. Wolfe, the proper charge shall be left to professional men as above.

Exhibit F., G. W. M.

(*Exhibit G. to Davis' depo.*)

JOHN H. LEWIS, Huntsville Ala., } New York, Oct. 26, 1837.

SIR:—You will find enclosed copies of the papers which you requested. Chanc. Kent, has returned to me the papers, accompanied with his opinion thereon, and a charge of $50 for the same. He declines to furnish a duplicate; I therefore, directed a certified copy to be made, and forwarded by mail. You will be pleased to credit Mrs. Ronalds with $26, being your part of Chanc. Kent's opinion, and half of Notary charge.

Respectfully yours, J. D. WOLFE.

Exhibit G., G. W. M.

Exhibit H. to Davis' depo.

JOHN H. LEWIS, ESQ., Huntsville, Ala., } N. York, Oct., 26. 1837.

SIR:—At the request of Mr. J. D. Wolfe, I forward the written copy's being certified under Notary seal as the original. Wishing the same safe to hand by due course of mail,

I am your ob. st. E. P. DAVIS.

Exhibit H., G. W. M.

(*Exhibit B. to Davis' depo.*)

Dolls. 671.74. Huntsville, Ala., April 25, 1834.

At forty-five days date *without acceptance*, pay to the order of Goble & Thomas, Six hundred and seventy-one $\frac{47}{100}$ dollars, and charge the same to acc. as advised of.

Your obt. servt. JOHN H. LEWIS.

THOMAS A. RONALDS, Esq., New York.

Exhibit B., G. W. M.

(*Exhibit, C. to Davis' depo.*)

Dolls. 531.00. Huntsville, Ala., May 14, 1834.

On the 10th day of June, pay this, my first of Exchange (second unpaid) to N. Marasche, or order, Five hundred and thirty-one dollars, without acceptance, and charge the same without further advice, to

Your obt. servt. JOHN H. LEWIS.

To THOMAS A. RONALDS, Esq., New York.

Exhibit C., G. W. M.

(*Exhibit D. to Davis' depo.*)

Dolls. $100. Huntsville, Ala., June 8, 1834.

At three days sight, without grace, pay this, my sole bill to the order of Chas. J. Lowe, One hundred dollars, and charge the same without further advice to acc. of

Your obt. servt,. JOHN H. LEWIS.

To THOMAS A. RONALDS, Esq., No. 203 Pearl Street, New York.

Exhibit D., G. W. M.

Paid June 30th '34, to B. M. Lowe, of Huntsville.

(*Exhibit E. to Davis' depo.*)

The original of this is attached to a letter in the possession of R. Jaffray & Co.

Dolls. 202.37. Huntsville, Ala., April 28, 1834.

At forty-two days after date, without acceptance, pay to Robert Jaffray & Co., or order, Two hundred and two $\frac{37}{100}$ dollars, and charge the same to account without further advice of

Your obt. servt.,

(Signed) JOHN H. LEWIS.

To THOMAS A. RONALDS, Esq., New York.

Exhibit E.

Paid by Thos. A. Ronalds, on the 13th June, 1834, in full.

(Signed) ROBERT JAFFRAY & Co.

UNITED STATES OF AMERICA:

Southern District of New York, ss.

I, George W. Morton, a Commissioner duly appointed by the

Circuit Court of the United States, for the Southern District of New York, in the Second Circuit, under and by virtue of the Act of Congress, entitled "An Act for the more convenient taking of affidavits and bail in civil causes, depending in the Courts of the United States," passed February 20th 1812; and the Act of Congress entitled, "An act in addition to an Act, entitled an *an* Act for the more convenient taking of affidavits and bail in civil causes depending in the Courts of the United States," passed March 1st 1817, and the Act, entitled "An Act to establish the Judicial Courts of the United States," passed September 24th, 1789. Do hereby certify, that the reason for taking the foregoing deposition is, and the fact is, the witness is material and necessary in the cause, in the caption of the said deposition named, and that he lives in the City of New York more than 100 miles from the place of trial of the above entitled cause.

I further certify, that no notification of the time and place of taking the said deposition signed by me, was made out and served on the adverse party, or his attorney or agent, to be present at the taking of the deposition and to put interrogations, if he or they might think fit; because neither the defendant, the adverse party or his attorney or agent are within 100 miles of the City of New York, the place of caption or taking of said deposition.

I further certify, that on the fourth day of May, in the year of our Lord, one thousand eight hundred and forty-nine, I was attended by the plaintiff's counsel, and by the witness, who was of sound mind and lawful age, and the witness was by me, first carefully examined and cautioned, and sworn to testify the truth, the whole truth, and nothing but the truth, and the deposition was by me reduced to writing, in the presence of the witness, and from his statements, and after carefully reading the same to the witness, he subscribed the name in my presence. I have retained the said deposition in my possession, for the purpose of sealing up, directing and depositing in the Post Office in the City of New York, the same, with my own hand, for the Court for which the same was taken.

And I do further certify, that I am not of counsel nor attorney for either of the parties in the said deposition and caption named, nor in any way interested in the event of the cause named in the said caption.

In testimony whereof, I have hereunto set my hand and seal, this fourth day of May, in the year of our Lord, one thousand eight hundred and forty-nine, and of the Independence of *of* the United States, the seventy-third.

[SEAL.] GEO. W. MORTON.

United States Commissioner, duly appointed by the Circuit Court of the United States, for the Southern District of New York, in the Second Circuit.

UNITED STATES OF AMERICA,
Southern District of New York, ss.

I, Alexander Gardiner, Clerk of the Circuit Court of the United States of America, for the Southern District of New York, Second Circuit, do hereby certify, that I am well acquainted with the handwriting of George W. Morton, whose name is subscribed to the annexed certificate and deposition, and that the signature to the same is in his proper handwriting. And I do further certify, that he was at the time of signing the same, a Commissioner, duly appointed by the Court of the United States of America, for the Southern District of New York, under, and by virtue of the Acts of Congress set forth in said certificate.

In testimony whereof, I have hereunto subscribed my name, and affixed the seal of the said Circuit Court,
[L. S.] this fourth day of May, in the year of our Lord, one thousand eight hundred and forty-nine, and of the Independence of the United States, the seventy-third.

ALEXR. GARDINER."

(Endorsed,) "(Complt's. testimony.)"

(*Deposition of W. H. Moore.*)

(The Deposition of Wm. H. Moore.)

RONALDS' Exr's. *vs.* BARTLEY COX. } Interrogatories to be propounded to George P. Berine, William H. Moore, James Bradley, and Theophilus Lacy, of Huntsville, Ala.

(*Int. to W. H. Moore, by J. H. L.*)

Int. 1. Are you a citizen of Madison County, Ala., and how long have you been?

Int. 2. What is your profession or avocation?

Int. 3. Have your business pursuits caused you to become acquainted with the usual compensation allowed Attorneys at Law, and other collecting agents, for securing and collecting bad and doubtful debts?

Int. 4. Were you acquainted with Joshua Cox, who lived in Huntsville, in 1826 and 1827, and with his brother, Bartley Cox. If so, state what you may know as to the pecuniary condition of said Joshua, in 1826, and as to his habits?

Int. 5. If it be true that Joshua Cox had failed in the early part of the year 1826, so as not to be able to pay more than twenty-five or thirty cents in the dollar, being at that time, largely indebted to Thomas A. Ronalds, then a citizen of New York, and John H. Lewis, as the Attorney at law, and agent of said Ronalds, rendered the services hereinafter specified in subsequent interrogatories, please say what would be a fair compensation to said Lewis for such services, according to the usual charges in like cases?

Iterrogatory 6. To liquidating $10,000 claim on Joshua Cox, by getting there for a note on Bartley Cox, for $12,000, due ten years after, and dated May 4, 1826; service rendered in the month of May, 1826, and subsequently in Sept. 1826, getting said note exchanged for a note of same amount, falling due May 4, 1834, being at eight years, and saving an interest ac. of $1920.00; also getting said note secured in August, 1833, by mortgage on real estate, and for collecting the money due thereon, by decree, foreclosing said mortgage and otherwise? The said Bartley Cox being at the time of said mortgage and before, under heavy liabilities.

Int. 7. To liquidation of $10,000 claim on Joshua Cox, for house and lot in Huntsville, in May, 1826. Services rendered as agent for same, from time of purchase, until the close of the year 1835, when the same was sold, making disbursements, and collecting rents, corresponding with said Ronalds', relative to the sale thereof; selling said house for $6000. The rents collected amounting with int. to $

Int. 8. Services rendered in liquidating part of claim on Joshua Cox, by getting notes of A. P. Horton, amounting in all to $3600, dated and due as follows: all secured by mortgage on the land, for which they were given; this service rendered in 1826, and services rendered in 1828, in visiting Brown's Ferry with Ronalds; drawing covenant between him and Horton, whereby the said notes were liquidated and the mortgaged lands obtained; and services rendered subsequently, as Ronalds' agent, in defending him against two attachment suits, commenced by Horton against Ronalds.

Int. 9. To liquidating part claim on Joshua Cox, by getting notes of Whiting & McLaughlin, on 2, 3, and 4 years, amounting to $8651, executed to Joshua Cox, for $\frac{2}{3}$ int. in Russells Valley Iron Works, and by him endorsed. This done in 1826. Liquidation of $4300 of Joshua Cox's indebtedness, by getting his $\frac{1}{3}$ int. in said Iron Works, at that sum, done in 1826, and securing McLaughlin's $\frac{1}{3}$ int. in said Iron Works, at $4325, in lieu of his liability on said notes?

Int. 10. Services rendered in defending suit of Abner Robinson *vs.* T. A. Ronalds, on draft for $1500; judgment rendered in Circuit Court, of Madison, Fall term, 1828, for $

Int. 11. Services rendered in defending suit on Scire Facias, against said Lewis, as bail for said Ronalds in suit mentioned, in int. 10; judgment rend. Fall term, 1829, for $

Int. 12. Advancing $2014.44, to satisfy judgment against self as bail, done in March, 1830.

Int. 13. Services as Solicitor, in filing bill in Chancery, favor of Ronalds *vs.* James Armor?

Int. 14. To service rendered in suit against John P. Neal, as Sheriff, for selling property of Joshua Cox, conveyed in trust, for benefit of Ronalds' debt, to be secured, about $600.

Int. 15. To taking said deed of trust.

Int. 16. Services rendered in protecting said Ronalds from payment of his acceptance of a draft for about $4700, held by Abner Robinson.

Int. 17. Services rendered in reference to the Water Works, in their management and sale, appointing agents, corresponding relative thereto.

Int. 18. Services rendered in obtaining judgment in District Court U. S., at Huntsville, against Joshua Cox, at term, 1828, for $600 and int.

CABNISS & SHEPHERD, *Sol. for Lewis.*

Mr. Hansborough in examining the witnesses, relative to the services rendered, as specified in the interrogatories number 16 and 17, will please submit to the inspection of the witnesses, the correspondence of Thomas A. Ronalds, on file.

(*Cross-Int. to W. H. Moore, by Compt's.*)

RONALDS' Exrs. *vs.* B. COX. } Cross Interrogatories to Berine, Moore, Bradley and Lacy.

1st. Was Joshua Cox more difficult to settle a debt with, than any other man i,n failing circumstances.

2nd. In settling debts on insolvent men, by taking property or paper, on other men, it is usual to charge upon the amount of the bad debt, or on the contrary is not the charge upon the amount and value of the property, or other thing taken in discharge of the bad debt.

For instance a bad debt for $100.000, and the property taken for it was worth only $500. Would you charge on the $100.000, or on the $500.

3d. In reference to the liquidations mentioned in the sixth interrogatory, suppose Ronalds himself to have made the contract of liquidation, and that Lewis merely wrote the contract, what would be the value of his services for writing the Contract.

4. Suppose the note on B. Cox to have been a lien upon land, having been given for the purchase money, would an attorney without any instructions therefore be authorized to take a mortgage upon the same land, and then charge his client a fee for taking the mortgage. Is a mortgage a higher or better security for the purchase money than the Vendor's lien? If so in what.

5. In reference to the liquidation mentioned in interrogatory seven, suppose Ronalds to have made the contract of liquidation, and that Lewis merely wrote the deeds of conveyance, what would be the value of his services for writing it.

6. Do you know the house built by Joshua Cox, and now owned by Rice? If so what was its cash value in 1826?

7. Suppose that house taken in payment of a bad debt for $10.000 would it be right to charge upon the whole $10.000, or would it not be right to charge upon the value of the house.

8. In reference to services mentioned in Interrogatory eight, suppose Ronalds made the contract himself with Joshua Cox, by

which he took Horton's notes. And that he made the contract with Horton to give him a mortgage, and that Lewis merely reduced these contracts to writing. Then what would be the value of his services?

8. Suppose Horton's notes to have been given for land, thus creating a Vendor's lien, would a mortgage on the land sold be a higher or better security for the debt than the Vendor's lien? If so in what respect would it be?

9. In reference to ninth interrogatory, suppose Ronalds to have made these contracts, and *and* that Lewis merely did the writing, what would be the value of such services?

10. Would it be right in this case to charge upon the amount of Joshua Cox's debt, or upon the value of Whiting & McLaughlin's notes, and upon the $\frac{1}{3}$ of Iron Works got of Cox, and upon the $\frac{1}{3}$ got of said McLaughlin?

11. Suppose said Whiting & McLaughlin to have been insolvent at the time their notes were so taken, and have been, and are still insolvent, what would be the value of Lewis' services' in taking these notes?

12. In reference to interrogatory 10. Suppose Lewis failed to file any plea or demurrer, and permitted said judgment to be taken by default. Would he be entitled to any fee? If so how much?

13. In reference to interrogatory 11. Suppose in this case he filed no plea, and permitted judgment to go by default. Would he be entitled to a charge or fee? If so how much?

14. In reference to interrogatory 13. Suppose Lewis to have in his own motion dismissed this bill without any sufficient reason being given, and thus subject his client to costs. Would he be entitled to any fee? If so how much?

15. In reference to interogatory 14. Suppose in this case Lewis on his own motion, and application took a nonsuit. Would he be entitled to any fee? If so how much?

16. In reference to in interrogatory 16. Suppose those services to consist in persuading Robinson to sue Joshua and Bartley Cox, and make his money out them, and not to sue Ronalds the acceptor. Would he be entitled to any fee for it? If so how much?

17. In reference to interrogatory 17. Suppose Ronalds himself sold the Water Works to T. & G. Fearn, would Lewis be entitled to a fee for such sale? If so how much?

18. In reference to interrogatory 18. Suppose Cox at the institution of said suit, was notoriously insolvent, and a sot, and Lewis received no instructions to sue him. Would he be entitled to a fee? If so how much?

19. Suppose in the commencement of the relation of Attorney and Client, between Lewis & Ronalds, Lewis had stipulated, and agreed what prices or fees he would charge for his services. Would the custom of Lawyers, or other business men allow him to depart, from those agreed rates without Ronalds' assent, and charge other and higher fees than those agreed upon?

20. Did not Lewis have a large quantity of castings upon the market, in Huntsville. If so in what year or years, and in what quantity in each year. ROBINSON.

Counsel for Complts.

Defendant John H. Lewis objects to cross interrogatory 4 and 19, and to the last clause of cross interrogatory 8, because they are questions of Law, and not of fact.

(*Rebutting Int. to W. H. Moore.*)

RONALDS *vs.* BARTLEY COX. } Rebutting interrogatories to George P. Berine, Wm. H. Moore, James Bradley, and Theophilus Lacy, and Daniel B. Turner.

R. Int. 1. In reference to Cross interrogatory 8. If the notes executed by Horton were considered good, and secured at the time they were obtained by a mortgage on the real estate for which they were given, what would have been a fair compensation to said Lewis, at the time of obtaining them, in discharge of so much of said Cox's indebtedness to Ronald's?

2. If, subsequent to Ronald's obtaining lands for said notes on Horton, the said lands were suffered by other agents to deteriorate, would you, on that account, allow a less compensation to Lewis?

3. In reference to Cross Int. 11, suppose the notes to Whiting & McLaughlin executed for two-thirds of Iron Works, purchased by them of Cox; that the remaining $\frac{1}{3}$, acquired by Ronalds, was, in 1826, worth $4300. What was said Lewis fairly entitled to for acquiring them at that time? At what would you estimate property of that kind which would rent for $2000 per annum, in castings at a fair value?

4. If Ronalds, by refusing to expend any money in repairs, suffered said Works to deteriorate in value when urged to do so by Lewis, should that diminish Lewis' claim to compensation for acquiring the property? If any, state how much?

5. In reference to Int. 12. Suppose the suit defended was on Ronalds' acceptance of a Foreign Bill of Exchange, and had no valid defence, but judgment was prevented at the 1st term by the Attorneys entering appearance. What was the proper fee to be charged?

6. In reference to Int. 17. Suppose said Lewis had for several years before the sale acted as Ronalds' Agent, in appointing Agents to attend to said Works, and to collect water-rents, had corresponded with Ronalds during several years relative to said Works, had examined the accounts of the collectors, had acted as Agent of Vendors, in delivering possession to Vendors, and said Ronalds, had, by letter, promised compensation to said Lewis on the sale of said Works, saying, that the sale would pass *though* his the said Lewis' hands. What would be a fair recompense for said Lewis' services in the premises?

RONALDS Ex'rs
vs.
BARTLEY COX.

The answer of William H. Moore to Interrogatories and Cross-Interrogatories propounded to George P. Berine, the said Wm. H. Moore, James Bradley & Theophilus Lacy.

(*Answers of W. H. Moore to Int.*)

To 1st Int. I am, and have been from my infancy.

To 2nd " I am an Attorney at Law.

To 3rd " They have, to some extent.

To 4th " I was so young, at the period referred to, that I can answer nothing as to the matters contained in this interrogatory.

To 5th Int. This interrogatory can be more readily answered when I reach the "subsequent interrogatories," referred to, which state "the services rendered by the said John H. Lewis, as the Attorney at Law and Agent of said Ronalds," in settling, by compromise and otherwise, claims held by said Ronalds against Joshua Cox, considering it "true that said Cox had failed, in the early part of the year 1826, so as not be able to pay more than twenty-five or thirty cents in the dollar."

To 6th Int. For securing the said $10,000, due from the said Joshua, by a note on said Bartley Cox (taking it for granted that sd. Bartley was considered solvent at the time) for $12,000, due ten years after; I consider said Lewis entitled to not less than 25 pr. ct. on whatever was collected for said Ronalds, by said note; and, indeed, I should think 33⅓ pr. ct., on the amount, nothing more than fair compensation. And if said Lewis afterwards exchanged said note at 10 years, for one, on the same party, at eight years for the same amount, and "saving an int. ac. of $1,920.00," I should think he should receive therefor at least $450.00 or $500. And if, after this, "in August, 1833," it was necessary to secure said note, "by mortgage on real estate," and said Lewis succeeded in getting the mortgage, for that he should be probably entitled to a small fee, but it might be proper to deduct this from the pr. ct. above referred to.

To 7th Int. It is my opinion said Lewis should be entitled to not less than 25 pr. ct. on the amount for which said lot was sold. I am unable to say what his other services, for collecting rents, &c., were worth, having had no such business, and not knowing what is usual in such cases.

To 8th Int. If the lands referred to were worth $3,600, it is supposed said Lewis should be entitled to a commission of 25 or 30 pr. ct. on that amt., and for drawing covenant referred to, about twenty or twenty-five dollars; and for defending against the attachment suits about 2½ pr. ct. on the amt. involved, tho' it is impossible to answer with certainty unless I knew more about the matters referred to.

To 9th Int. If the notes of Whiting & McLauglin were good and solvent, then for taking them in part liquidation of Joshua Cox's in-

debtedness, understanding Joshua now, and at all times, when spoken of in these interrogatories to be wholly unable to pay his debts, I should suppose Lewis entitled to 25 or 33⅓ pr. ct. on the amount of their notes. Forgetting the ⅓ interest of Cox in said Iron Works, he should have a commission of about 25 pr. ct. on the value of that interest: and then, if it was necessary to secure the payment of McLaughlin's notes, it was necessary to secure his third interest in said Iron Works, and said Lewis did so; I do not know what he should be allowed therefor.

To 10th Int. Said Lewis should be allowed 2½ pr. ct. on the amount of the judgment.

To 11th Int. It is supposed said Lewis should be allowed 2½ pr. ct. on this judgment also, from the simple statement of the case.

To 12 Int. It is understood to be the general custom of Commission Merchants to charge 2½ pr. ct. on money advanced. I do not know what is the custom with others, nor that there is any difference.

To 13th Int. It is supposed his services here were worth about fifty dollars.

To 14th Int. It is believed to be the custom among lawyers to charge, for the services spoken of in this case, about twenty-five dollars.

To 15th Int. About ten dollars.

To 16th Int. It is difficult to answer this interrogatory, but from the evidence on file in this cause, it is supposed said Lewiss hould be paid for his services from $200.00 to five hundred dollars.

To Int. 17. For selling the Water Works, it is supposed a commission of 5 pr. ct. should be allowed. As to other portions of this interrogatory, I know nothing.

To 18. If the money was collected on the judgment referred to 5 pr. ct., if not, 2½ pr. ct.

(*Ans. of W. H. Moore, to Cross-Int.*)

Answers to Cross-Interrogatories.

1st. I did not know him, or if I knew the man, I certainly did not know any thing about his habits.

2nd. It is usual to charge on the amount received, or in the value of the property taken in discharge of a bad debt.

3rd. The value of said Lewis' *servies*, in the case supposed, would be about

4th. I suppose an Attorney would not take steps to procure a mortgage on land for his client, when the client had a lien already, without instructions from the client. It is my opinion a mortgage is no better or higher security for the purchase money than the Vendor's lien, so long as that lien remains unimpaired. But this is a matter of law.

5th. In the case supposed Lewis' services would have been worth about ten dollars.

6th. I was too young to know any thing about the value of the house and lot in 1826.

7th. It would be proper to charge on the value of the house and lot.

8th. I suppose Lewis' services, in the case stated in this cross-interrogatory, to have been worth not less than thirty-five dollars, nor more than fifty dollars.

It is my opinion that a "mortgage on the land sold" would not be "a higher or better security for the debt than the vendor's lien, so long as that lien remained unimpaired.

9th. It is supposed Lewis was entitled at about fifty dollars in the case stated, but it is impossible to state, with any precision, unless I knew more than is explained in this cross-interrogatory, and the interrogatory referred to.

10th. I should say it would not be correct" to charge upon the amount of Joshua Cox's debt.

11th. I cannot say.

12th. No; unless he might charge for advice in the case.

13th. I answer as in the last cross-interrogatory.

14th. The answer to this question would depend on circumstances with which I am unacquainted, and, therefore, I cannot answer it.

15th. I do not know.

16th. If it was through Lewis' influence that Robinson was induced "to sue Joshua and Bartley Cox, and make his money out of them, and not to sue Ronalds, the acceptor," on a "draft for about $4,700, then, I suppose Lewis ought to be paid about $250 or more.

17th. Clearly, Lewis would be entitled to no fee on the sale of the "Water Works," if he had no agency in that sale.

18th. Sometimes it is best to have a judgment against a man, though he may be "notoriously insolvent," but I do not think it customary among Lawyers to sue a man "notoriously insolvent," without instructions. If Lewis sued in the case supposed, he would be entitled to very little, if any thing.

19th. I should not say that "custon" would permit such a departure in the least.

20th. I do not know.

Nov. 17th, 1849. W. H. MOORE.

Sworn to, and subscribed to before me, this 22nd Nov., 1849.

ELIJAH HANSBOROUGH,
Master in Chancery.

(Endorsed,) "Compl'ts Testimony."

(The Depositions of Thomas Bibb and others.)

DISTRICT COURT OF THE UNITED STATES,
For the Northern District of Alabama,
at Huntsville in the State of Alabama.

JOHN D. WOLFE Ext'r., and
MARIA D. L. RONALDS, Extx.,
of T. A. RONALDS, dec'd.,
vs.
BARTLEY COX.

The depositions of Thomas Bibb, F. T. Martin, James J. Donegan, Robertson Webb, James Neely, Wm. Echols, F. J. Levert, Wm. McDowell, D. M. Bradford, Benj. Jolly, Wm. H. Powers, Wm. Cruse, and Thomas Fearn, taken before the undersigned, Master in Chancery, to be read as evidence, upon reference under an order of said Court, made at the November Term thereof 1848, between said Complts. and John H. Lewis, and the said witnesses being by me first duly sworn, depose as follows:

(*Tho. Bibb's deposition.*)

Said Thomas Bibb, being first duly sworn, states as follows: (*on the part of John H. Lewis*). He sees the paper marked E herewith filed. Deponent states that he is acquainted with the handwriting of E. W. Napier, dec'd., and that said paper marked E is signed by and with the proper hand of him the said Napier. And further this deponent saith not. THOMAS BIBB.

Sworn to and subscribed before me, this 8th Aug. 1849.

ELIJAH HANSBOBOUGH,
Master in Chancery.

(*F. T. Martin's deposition.*)

And Francis T. Martin being next sworn duly on the part of Complts:

He states the house and lot built by Cox in 1826 was then worth, as he supposed, about $6000 or $7000. The value average annual rent from that time—1826 to 1836—he supposed about $400. That Mrs. Walker and Mrs. Clark occupied said house during a part of the time between said dates; but he does not know how much they paid; neither does he know that said house was occupied during all of said time between 1826 and 1836.

F. T. MARTIN.

Sworn to and subscribed before me, this 8th Aug., 1849.

ELIJAH HANSBOROUGH.
Master in Chancery.

F. T. Martin being further examined, says that at and previous to the time of the failure of Cox, he, Martin, was a merchant in Huntsville. That Cox owed him a small store ac., about $150, which he was not able to collect. He does not, of his own knowledge, know the amount of Cox's indebtedness to others. I don't recollect any

other debt of my own knowledge, but his failure was regarded as a bad failure.

F. T. MARTIN.

(*J. J. Donegan's deposition.*)

The said James J. Donegan being next sworn on the part of Complts., states, I know nothing of Mr. Lewis having castings for sale. My impression is I never purchased any from him. If I did, I have forgotten it.

I did not know much about the value of real estate about the year 1826. From the recollection I have, I suppose the house and lot would have brought from six to seven thousand dollars. Rents for dwelling-houses were not in proportion to their cost or value, and my recollection is, that it was difficult to rent any dwelling house for more than $300 per annum.

I know him as a man engaged in business, in Huntsville, without any particular intimacy with him. I don't recollect the year of his failure, but remember when it occurred that it was regarded as being rather a bad one. I have no personal knowledge of the debts of Joshua Cox that I can remember at present.

JAMES J. DONEGAN.

Sworn to and subscribed before me this 8th day of Aug., 1849.

ELIJAH HANSBOROUGH,
Master in Chancery.

(*R. Webb's deposition.*)

Robertson Webb being next duly sworn on the part of the Complts., states Gerault sold to his father, John Webb, one section, 640 acres of land at $17 $\frac{50}{100}$ per acre. Of this sum between $1500 and $2000 —he thinks near $2000—was paid by deponent, his brother and father, to John H. Lewis, as agent for some person unknown to deponent. $5000 of the purchase money for said land was paid at the date of said purchase to Gerault, the balance divided into two instalments. He does not recollect whether they were equal or not, and the last of said instalments, either in whole or in part, was paid to Lewis. He thinks there was a credit on the last instalment, and that the residue was paid to Lewis.

ROBERTSON WEBB.

Sworn to and subscribed before me, this 8th Aug., 1849.

ELIJAH HANSBOROUGH,
Master in Chancery.

(*James Neeley's deposition.*)

James Neeley being next duly sworn, states that Sam. Morgan left Huntsville in the latter part of 1831, or the first of 1832. In 1832

John H. Lewis and deponent were upon a contract touching the repairs of the Water Works in Huntsville. They could not agree. Whereupon Joel Lewis interfered, and the writing herewith filed was the result of *of* the same. Said writing is marked *MM.* He thinks he had charge of said Works until they were sold to Dr. Fearn, which deponent thinks was on 1st Feb'y., 1835. Deponent never collected any of the rents until 1834, when, under the instructions of Walpole, deponent did collect the amt. owing him for that year. At that time deponent was intimate with said Works, knew their extent, No. of hydrants, &c. Before the canal backed the water on the wheel, which, as deponent thinks, was in 1831, the gross annual income from said Works was about $1800 or $200. The books herewith filed show the gross income for said Works for 1834, and that according to his recollection, said income in 1832 and 1833 were more each year, than that of 1834, and that, in 1835, he thinks the gross income was about $1200. The rents in 1832, 1833 and 1834 were collected by Cruse, Finley & Walpole, except the amt. collected by deponent, as above stated, in 1834. Deponent does not know of his own knowledge who appointed Cruse, Finley & Walpole Agents, &c.

In 1833 deponent was employed by Finley, and 1834 he thinks he was employed by Walpole. All the pay deponent ever recd. was was paid him by Finley, Cruse & Walpole, except the said amt. collected by himself. Finley and Walpole are dead.

Being cross-examined, deponent states: That he is not acquainted with the handwriting of John H. Lewis, and does not know whether or not the signature of said Lewis to said writing, marked MM., is the proper signature of said Lewis. Deponent thinks Joel Lewis delivered to him said instrument, with the key of the Water Works; that he attended to said Water Works in 1833, under a contract herewith filed, marked thus, I-I-I. He cannot state how much was collected or collectable on ac. of said Works in any one year. He thinks Mr. Cruse collected the rents in 1832, and paid him, deponent, for that year's service; and that, in 1833, he was paid by said Cruse or Finley. And further this deponent saith not.

JAMES NEELY.

Sworn to and subscribed before me, this 8th day of Aug., 1849.

ELIJAH HANSBOROUGH,

Master in Chancery."

(*Exhibit I-I-I to Jas. Neeley's deposition.*)

(The paper marked I-I-I., referred to in Jas. Neeley's deposition.)

(I-I-I.)

This agreement, made this 11th day of Feb., 1833, between John C. Finley, on the one part, and James Neely on the other part, Witnesseth, that the said James Neely hath this day undertaken and

contracted with the said Jno. C. Finley, to take charge of the Water Works, of Huntsville, for the balance of the year 1833; said Neely, on his part, binds himself to superintend the repairs, if injured, and to see that water in sufficient quantities (according to the power of the machinery for the purpose of said town,) is thrown up; to repair and bore all logs necessary for the supply of water to the inhabitan's of said town; to erect and repair all hydrants when necessary, and also to remove all stoppages that may occur in said pipes. Said Finley agrees to furnish a hand to assist in stopping all leaks, and removing all stoppages, and also in digging all ditches for the purpose of laying pipes, or erecting new hydrants. All persons having pipes lay'd, who have to pay for the same *themselves*, the said Neely is entitled to receive for himself. The said Finley does also agree to attend to the Water Works once pr day, for the purpose *only* of oiling the same—Neely not being bound to do that duty. Said Neely will also have the privilege, when not employed about the Works, of working for himself; and should said Neely, during this contract, have any pumps on hand which he is compelled to finish, the said Finley will not exact of him any work for the Water Works, excepting anything about the machinery which must be done directly for general good of the owner. Said Neely is bound not to be absent from the Water Works more, at one time, than say six days, and that time would be on his pump making business. The said Neely has also the privilege of erecting a hydrant on his own lot, by finding the logs and all *all* the necessary materials for the purpose, rent free, for the year 1833.

The said Finley does agree, for the faithful performance of the above stated contract, to pay to the said Neely three hundred and twenty-five dollars, semi-annually, on the first day of July, and 1st day of January, in two equal instalments. Said Neely binds himself to deliver to said Finley all the tools of which said Neely has given a schedule.

JOHN C. FINLEY,
JAMES NEELY.

Witnesseth, JOHN W. OTEY.

(*Wm. Echols' deposition.*)

William Echols being next duly sworn on the part of compl'ts, deposes as follows:—

He thinks that during his residence on Bank Row that Mr. Lewis had some castings in Pike's warehouse, on said Row. Deponent thinks he left Bank Row in the fall of 1832. Deponent thinks said Lewis had castings there one or more years, but cannot be distinct as to time. He cannot state as to am't or quantity. The warehouse was some 20 or 25 feet square, and at times the floor of the same was pretty well covered. He cannot speak from recollection, but supposes castings were then worth some $70 or $80 per ton. And further this deponent saith not.

WILLIAM ECHOLS, Jr.

Sworn to and subscribed before me, this 8th day of August, 1849.

ELIJAH HANSBOROUGH,
Master in Chancery.

(*F. J. Levert's deposition.*)

Francis J. Levert being next duly sworn, states: That some time between 1825 and 1830, said Lewis did deposit with the house of Skellern & Levert a quantity of castings from the Russell Valley Iron Works to sell for him; deponent is not positive as to dates, as to the quantity so delivered, or the prices for which the same were sold; deponent cannot now recollect. And further this deponent saith not.

FRA'S J. LE VERT.

Sworn to and subscribed before me, this 8th Aug'st, 1849.

ELIJAH HANSBOROUGH,
Master in Chancery.

(*W. McDowell's deposition.*)

William McDowell being next duly sworn, states: That John H. Lewis deposited castings with Ewing & McDowell, while they did business on the Bluff. He thinks said deposits were made between the years 1827 and 1832. He cannot say whether said firm bo't said castings by the ton, of said Lewis, or whether they accounted to him for the am't sold at retail prices; he speaks from recollection, and cannot say positively what said castings were worth; but his recollection is that castings were worth, by the lb., 6¼ cents—by the ton, $75 to $80. Deponent says there was a tolerable large quantity—several wagon loads; cannot speak with more precision. And further this deponent saith not.

W. McDOWELL.

Sworn to and subscribed before me, this 8th Aug'st, 1849.

ELIJAH HANSBOROUGH,
Master in Chancery.

(*D. M. Bradford's deposition.*)

D. M. Bradford being next duly sworn, who states: That he was acquainted with Thos. A. Ronalds, dec'd, late of N. York; that he has seen said Ronalds write, and corresponded with him; that he was in the habit of purchasing books, stationery, &c., of said Ronalds for many years; that he has received invoices and letters from him at various times; that after having examined a letter written to him by said Ronalds, is satisfied that the signature appended to various letters addressed to John H. Lewis, and exhibited to him, were signed by the said Thomas A. Ronalds; and at the time of receiving said invoices and letters from said Ronalds, I knew them to be his

handwriting; that the letters and documents herewith filed, marked X Y., Y X., A A., B B., C C., and D D., are in the handwriting of the said Thos. A. Ronalds, except the one Y X.; the signatures to it are in the handwriting of the said Thos. A. Ronalds.

By Complainants counsel.

Could you by looking alone to these papers, and without having referred to any others, have sworn that the signature to these papers are in the handwriting of said Ronalds? He could not.

After looking at the papers you received from Ronalds, which you know to be genuine, do you not swear to the signatures to the papers shown you, because of the striking resemblance they bear to the signatures to the papers you named?

He answers he does.

Questions by Lewis' counsel.

After examining your correspondence with Ronalds, is your recollection of the handwriting of Ronalds such as to enable you to swear positively as to his signature, without having before you his correspondence with you.

Answer—It is. And further this deponent saith not.

D. M. BRADFORD.

Sworn to and subscribed before me, this 8th day of August, 1849.

ELIJAH HANSBOROUGH.

Master in Chancery.

(B. Jolleys's deposition.)

Benjamin Jolley, being next duly sworn, stated that on or between the years 1831 and 1835. He hauled a considerable quantity of castings from the Russell Valley Iron Works, to Huntsville, for John H. Lewis. He cannot state the amt. of castings so hauled by him, but thinks that his bill against said Lewis, for said hauling, was between three and four hundred dollars; deponent deposited said castings in the warehouse then standing where the Episcopal Church now stands, in Huntsville; he does not know of any other person who did hauling for said Lewis.

Question by Lewis' counsel.

He does not now recollect how much per hundred said Lewis paid him for hauling; but thinks it was over $1 per hundred.

Deponent recollects one load hauled by a young and raw wagoner for him of over 6000 pounds. This load came near killing deponents team, and he discharged said wagoner. And further this deponent saith not.

BENJ. JOLLEY.

Sworn to and subscribed before me this 9th day of Augt., 1849.

ELIJAH HANSBOROUGH.

Master in Chancery.

(*W. H. Power's deposition.*)

William H. Powers, being next duly sworn; states he thinks that after the year 1835, John H. Lewis, had some castings in Huntsville; said Lewis, proposed selling castings to said deponent, but deponent declined purchasing; and prior to this time he had some on the bluff. And further this deponent saith not.

W. H. POWERS.

Sworn to and subscribed before me this 9th day of Augt., 1849.

ELIJAH HANSBOROUGH.
Master in Chancery.

(*W. Cruse's deposition.*)

William Cruse, being next duly sworn states: after Saml. Morgan left here, deponent collected the rents for the Water Works; He cannot state how long or how much he so collected; Mr. Lewis obtained his services in said collections; He settled with Mr. Lewis, paid him or his orders, all of said moneys; he never corresponded with Thomas A. Ronalds, nor had anything to do with him, nor paid him any money.

Cross-examined.

He cannot state that he ever paid Mr. Lewis any money; the accts. were settled with Mr. Lewis. but deponent is unable to say after paying the charges incident to said Works, that any money was or was not paid to Mr. Lewis, but if any was left it was paid to Mr. Lewis. There was a portion of the rents of said Works not collectable. And further this deponent saith not.

WILLIAM CRUSE.

Sworn to and subscribed before me, this 9th day of Augt., 1849.

ELIJAH HANSBOROUGH.
Master in Chancery.

(*Thos. Fearn's deposition.*)

Thomas Fearn, being next duly sworn, states that the contracts of purchase for the Water Works by him and his brother George Fearn, was made 1835 with Mr. Ronalds, through Mr. J. J. Fackler and Wm. Veitch, about the month of January or February; before its consummation Mr. Ronalds died, and the deed of conveyance was executed by Mrs. Ronalds, his widow, in May following. Mr. J. H. Lewis was named either by Mr. or Mrs. Ronalds, as their agent, to give an order for the transfer of the Works to T. & G. Fearn upon their compliance with *with* the terms of purchase, and Mr. Lewis did accordingly give them a written transfer. The amount of purchase money was twenty-five hundred dollars, which was paid in a bill of Exchange Wilcox & Fearn of N. Orleans, for $2525.

The income from the Water Works, as appears from the books of Thos. & Geo. Fearn, was, up to the 1st of January 1836, $343.76

after paying all expenses, or rather this is the amount actually recd. by them. The amount of Water Rents uncollected up to that time and of debts unpaid, he is unable to state. The collections on the same acct. over and above the disbursements from Jan., 7, '36, to Jan., 7, '37, was $177.90.

Witness does not what had been the income from the Works before he and his brother became the owners; but believes it was something more before than since, as it was his opinion that they were becoming more and more impaired and out of order, from the time Morgan gave them up, until about 1838 when they were renewed in great part.

Witness does not believe the Works were debited with any charge for superintendence during the years 1835 and 1836, except what was paid Neely for work and a percentage for collection; himself and brother during that time, having performed the duties of superintendents without charge. THO. FEARN."

(Endorsed,) " Compts. testimony"

(*Dep. of Wm. S. Jones & Benj. Harris.*)

(The depositions of Wm. S. Jones and Benj. Harris.)

John D. Wolfe, Extor. & Maria D. L. Ronalds Extx. of Thomas A. Ronalds, decd., against Bartley Cox.

IN THE DISTRICT COURT OF THE UNITED STATES,
For the Northern District of the State of Alabama,
at Huntsville, in State of Alabama.

(*Interrogatories. W. S. Jones and Benj. Harris.*)

Said Ronalds' executors will propound the following interrogatories to Benjamin Harris, William S. Jones, and Richard S. Jones, witnesses, living in the County of Franklin, in said State, whose answers to which will be read as evidence in the hearing of said cause.

1st. Do you know the parties to this suit?

2nd. Do you the Iron Works and lands attached, situated in Russell's Valley in said County? If so, in what year did you first know them?

3rd. What has been the fair annual of the rent for said Works and the lands attached, from that year up to this?

4. Did you know said Works and lands when Whiting & McLaughlin had them in possession? If so, how many years did they keep them, and what were they worth each year they so kept them?

5. Did you know said Works and lands when Dr. Napier had them in possession? If so, how long did he keep, and what were they worth each year he kept them?

6. What have they been worth each year since Napier left them?
7. Do you know whether or not Whiting & McLaughlin ever paid rents for them? If so, tell all you know about such payments.
8. Do you know whether or not Napier ever paid any rents for them? If so, tell all you know about such payments.
9. Do you know whether or not John H. Lewis ever got any castings from said Works? If so, tell all you know about them.
10. Did you ever hear said Lewis say what they rented for? If so, tell what he said.
11. Did you or not, prior to the year 1842, hear said Lewis say anything about receiving rents? If so, tell all he said about.
12. Do you or not know about any other person or persons having paid rent? If so, tell all you know about it.

J. H. THOMAS.
Counsel for said Exts.

(*Answer of W. S. Jones to Int.*)

The said William S. Jones being first duly sworn:—
To the 1 Interrogatory he says: He knows none of the parties except from character; none personally.
To the 2 he says: He knows where said Works were with the lands attached. They were in Russell's Valley, Franklin County, Ala. They have not been used for many years.
He knew said Works from the date of their erection, in 1819.
To the 3 he says: He cannot answer this interrogatory. He has no information which will enable him to answer it.
To the 4 he says: He does not know of his own knowledge that Whiting & McLaughlin ever had them in possession.
To the 5 he says: He did not know the Works when Dr. Napier had them in possession. He cannot say how long he kept them; perhaps two, three or four years. He cannot say what they were worth.
To the 6 he says: He cannot say what they have been worth since Napier left them.
To the 7 he says: He cannot say.
To the 8 he says: He does not know that Napier ever paid any rent for them.
To the 9 he says: He knows nothing but hearsay.
To the 10 he says: He never did, that he now recollects.
To the 11 he says: He does not recollect ever to have heard said Lewis say one word on the subject.
To the 12 he says: He knows of no person ever having paid rent.
And, no Cross-interrogatories being filed, this deponent further saith not.

WM. S. JONES.

Sworn to and subscribed before me, this 8th May, 1849.

ELIJAH HANSBOROUGH,
M. in C.

(*Answers of Benj. Harris to Int*)

And the said Benjamin Harris being next duly sworn in answer to the *To the* 1 Interrogatory he says: He knows the Def't. He does not know Compl'ts.

To the 2 he says: He knows said Works. Has known them since their erection in 1819 or 1820.

To the 3rd he says: He has no knowledge of the rents, or the value of the rents of said Works.

To the 4 he says: He knew the Works when Whiting and McLaughlin had them in possession. He does not recollect how many years they kept them, nor what they were worth annually while they so kept them.

To the 5 he says: He knew them when Dr. Napier had them in possession. He does not know how long he kept them, but thinks he kept them some three years. He knows nothing of the value of the rents while said Napier had said Works.

To the 6 he says: They have been worth little or nothing since Napier left them as Iron Works. They have never been used as Iron Works since that time, and the premises have been valueless to the owners, being occupied by trespassers.

To the 7th he says: He does not.

To the 8 he says: He does not.

To the 9 he says: He does not.

To the 10 he says: He never did.

To the 11 he says: He did not.

To the 12 he says: He does not.

And no Cross-interrogatories being filed, this deponent further saith not.

BENJN. HARRIS.

Sworn to and subscribed before me, this 8th May, 1849.

ELIJAH HANSBOROUGH,
M. in C.

(Endorsed.) "Compl'ts. Testimony."

(*Deposition of S. D. Morgan.*)

(Deposition of Samuel D. Morgan.)

IN THE DISTRICT COURT OF THE UNITED STATES,
For the Northern District of the State of Alabama.

J. D. WOLFE and M. D. L. RONALDS,
Ex'rs. of RONALDS,
vs.
BARTLEY COX.

(*Int. by Compl't. to S. D. Morgan*)

Complainants will propound the following interrogatories to Samuel D. Morgan, a witness, residing in the city of Nashville and

State of Tennessee, whose answers to which will be used as evidence, on the hearing of this cause.

1st. Did you or not once live in Huntsville, Alabama? If so, did you or not know the property called the Water Works, in Huntsville?

2nd. If so, to whom did they then belong?

3d. Whilst you so lived in Huntsville, did you or not rent said Water Works of said Ronalds?

4th. Did you or not, about the time you removed from Huntsville, give up said Water Works?

5. If so, state to whom you surrendered them.

6. In what character did he receive them; that is to say, did he receive them in his own right or as agent?

7. If as agent, then state as whose agent.

8. What rent did you allow Ronalds for them? If you cannot recollect the precise amount, state it as nearly as you can.

ROBINSON,

Counsel for Complts.,

(*Cross-Int. by J. H. Lewis to S. D. Morgan.*)

Cross-Interrogatories by J. H. Lewis.

Quest. 1. In the settlement of yonr account, did not John H. Lewis represent Thos. A. Ronalds?

Quest. 2. Did not Lewis act as the general agent of sd. Ronalds, and did you ever pay any money to him arising from sd. Water Works?

J. H. LEWIS.

THE UNITED STATES OF AMERICA,

State of Tennessee.

Be it remembered, that on the seventh day of July, A. D. one thousand eight hundred and forty-nine, before me Alex. Allison, Mayor of the city of Nashville, Tennessee; not being of Counsel or Attorney to either of the parties, in a certain civil cause depending in the District Court of the United States of America, for the Northern District of Alabama, at Huntsville, in the name of J. D. Wolfe, and M. D. L. Ronalds, Exr. & Extrix. of Thomas A. Ronalds, deceased, and the Plaintiffs, and Bartley Cox is the Defendant, nor interested in the event of said cause personally appeared, Samuel D. Morgan, living in the town of Nashville, in the County of Davidson, and State first aforesaid, a witness of sound mind, and lawful age for the said Complainants, who being by me first carefully examined, and cautioned, and sworn, to testify the whole truth, did depose and say.

(*S. D. Morgan's Answers to Int.*)

In answer to the first query. I answer I did live in Huntsville, Alabama, for many years previous to November, 1832. I did know the property in Huntsville, called the Water Works.

In reply to the second. I answer they (the Water Works) belonged to Thomas A. Ronalds, of New York.

To the third. I reply I did not rent the said Water Works of Ronalds, but erected them, and managed them as his agent.

To the fourth query, and also to the fifth. I answer, shortly before leaving Huntsville, I did deliver them up to John H. Lewis, as the agent of Thomas A. Ronalds. This answer applies also to the query 6 and 7, as Mr. Lewis did receive them, as the agent of Mr. Ronalds.

To query 8 I answer. That I did not rent them from Mr. Ronalds, but as stated in answer to question 3d, I acted as Mr. Ronalds' agent.

(*S. D. Morgan's Ans. to cross-int.*)

To the Cross-interrogatories. I reply that in the delivery of the Water Works, and settlement of its accounts, I did so to John H. Lewis, as the agent of Thomas A. Ronalds. My recollection is that Mr. Lewis was the general agent of Mr. Ronalds, and that I paid Mr. Ronalds but a small amount, if any, as during the time I managed them, I was engaged in their erection, and extension, which required a much larger expenditure than was covered by the profits up to the time of delivery.

SAM. D. MORGAN.

And I, the said, Alex. Allison, Mayor, as aforesaid, do hereby certify, that the reason for taking the forgoing deposition, is that the said witness Samuel D. Morgan, lives at a greater distance than one hundred miles from the Town of Huntsville, the place of the trial of the said case, and that no notification of the time, and place of the taking of said deposition from me, to the said adverse party, to be present at the taking of the same, and to put interrogatories if he think fit, was made out, and served on said adverse party, or his Attorney, because neither said adverse party, nor his Attorney was at the time of taking said deposition, within one hundred miles of this place where the said deposition is taken. And I further certify, that the said deposition, was by the witness himself reduced to writing, and by said witness subscribed in my presence. I have retained the said deposition in my possession, for the purpose of sealing up, directing, and forwarding it to the Court for which it was taken.

[SEAL.] In Testimony whereof I have hereto set my hand and seal, this seventh day of July, eighteen hundred and forty-nine.

ALEX. ALLISON.

Mayor of the City of Nashville, Tenn.

(Endorsed,) "(Complt's. Testimony.)"

(*Transcript of law of New York.*)

"Title II.

Of the time of commencing Actions.

Article Second.

Of the time of commencing Actions for the recovery of any debt, or demand, or for damages only.

Section 18. The following actions shall be commenced within six years, next after the cause of such action accrued, and not after.

1st. All actions of debt, founded upon any contract, obligation, or liability, not under seal, excepting such as are brought upon the judgment or decree of some Court of record of the United States, or of this, or some other State.

2. All actions upon judgments rendered In any Court, not being a Court of record.

3. All actions of debt for arrearages of rent, not reserved by some instrument under seal.

4. All actions of account assumpset, or on the case founded on any contract or liability, expressed or implied.

5. All actions for trespass upon lands.

6. All actions for taking, detaining, or impairing any goods, or chattels, including actions of replevin.

7. All special actions on the case for criminal conversation, for libels, or for any other injury to the persons or rights of any, except such as are specified in the two next sections.

STATE OF ALABAMA,
Secretary of State's.

I, William Garrett, Secretary of State, of the State aforesaid, do hereby certify, that the foregoing is a true copy, taken from publication, made by authority "of the Revised Statutes, of the State of New York, passed during the years one thousand eight hundred and twenty-seven, and one thousand eight hundred and twenty-eight," and regularly deposited in this office, by the authorities of the said State of New York.

Given under my hand and seal of the State, affixed at Montgomery, this 16th day of July, A. D. 1849, and ofthe Independence of the United States of America.

[L. S.]

W. GARRETT.

Secretary of State.

(*Transcript of law of New York.*)

Title III.

Of the duties of Executors, and administrators, in taking, and returning inventories in the payment of debts and legacies, in accounting, and in making distribution to the next of kin.

Article Second.

Of the duties of Executors, and administrators, in the payment of debts, and legacies.

Section 34. Any Executor, or administrator, at any time, at least six months after the granting of the letters testamentary, or of administration, may insert a notice, once in each week, for six months in a newspaper printed in the county, and in so many other newspapers, as the Surrogate may deem most likely to give notice to the creditors of the deceased, requiring all persons having claims against the deceased, to exhibit the same, with the vouchers thereof, to such executor or administrator, at the place of his residence, or transaction of business, to be specified in such notice, at or before the day therein named, which shall be at least six months, from the day of the first publication of such notice.

Section 38. If a claim against the estate of any deceased person, be exhibited to the executor or administrator, and be disputed or rejected by him, and the same shall not have been referred, the claimant, shall within six months after such dispute or rejection, if the debt, or any part thereof, be then due, or within six months after some part thereof shall have become due, commence a suit for the recovery thereof, or be forever barred from maintaining any action thereon; and no action shall be maintained thereon after the said period, by any other person deriving title thereto from such claimant; and any executor or administrator may, on the trial of any action founded upon such demand, give in evidence, in bar thereof, under a notice annexed to the general issue, the facts of such refusal, and neglect to commence a suit.

STATE OF ALABAMA,

Secretary of State's Office.

I, William Garrett, Secretary of State of the State of Alabama, do hereby certify, that the foregoing is a true copy taken from a publication made "by authority" of the "Revised Statutes of the State of New York, passed during the years one thousand eight hundred and twenty-seven, and one thousand eight hundred and twenty-eight," and regularly deposited in this office by the authorities of the said State of New York.

Given under my hand and the great seal of the State affixed, at Montgomery, this 16th day of July, A. D., 1849, and of the Independence of the United States of America, the 74th.

[L. S.]

W. GARRETT, *Secretary of State.*

(*Deposition of E. B. Davis.*)

(The Deposition of Ezra B. Davis, for J. H. Lewis.)

2405

UNITED STATES OF AMERICA:

Northern District of Alabama.

(*Com. to take Dep.*)

To George W. Morton, Commissioner of the City of New York, in the County of New York, and State of New York, Greeting:

Know ye, that we, in confidence of your prudence, circumspection and fidelity, do hereby commission, authorize and require you, to call and cause to come before you, at such time and place as you may appoint, Ezra B. Davis, a witness on behalf of the defendant, in a certain cause now pending, and for trial in the District Court of the United States of America, for the Northern District of Alabama, in which said cause, John D. Wolfe, executor, and Maria D. L. Ronalds, executrix of Thomas A. Ronalds, decd., is complainant, and Bartley Cox, is defendant, and him after being duly qualified on oath, examine on the interrogatories exhibited by said defendant, and the cross-interrogatories of Complainants hereto annexed, and such examinations so taken from under your hand and seal, you send certified, to the District Court of the United States, for the Northern District of Alabama, at Huntsville, aforesaid, at the term of said Court, to be held at the Court House, in the Town of Huntsville, on the third Monday in May next, to be read in evidence in the trial of said cause.

Witness, Benjamin T. Moore, Clerk of the District Court aforesaid, at office, in the Town of Huntsville, in said District, this fifteenth day of December, in year of our Lord, eighteen hundred and forty-nine, and in the seventy-fourth year of the Independence of the United States of America.

[L. S.]

Test, B. T. MOORE, *Clerk, D. C.*

Issued the 15th day of December, 1849.

Test, B. T. MOORE, *Clerk, D. C.*

The executors of this commission appears in a certain schedule hereto annexed.

March 12th, 1850.

GEO. W. MORTON, *Commissioner.*

(*Int. to E. B. Davis, by J. H. Lewis.*)

JOHN D. WOLFE, and MARIA D. L. RONALDS, Ex's. *vs.* BARTLEY COX.

In the District Court of the United States, for the Northern District of Alabama.

In this cause John H. Lewis will propound the following questions to Ezra B. Davis.

Int. 1st. Will you please state whether you have not given your deposition (ex-parte) heretofore, and if yea, state whether in that

deposition you did not state that you had been the clerk and accountant for the complainants, in the above cause, ever since they qualified as executors to the last will and testament of Thomas A. Ronalds, decd., to wit: from the first of April, 1836, and that all remittances of money passed through your hands, and that the correspondence in relation to said estate, came under your observation, as well as all receipts for said estate?

Int. 2. If the above is answered in the affirmative, state what sum or sums of money are credited to John H. Lewis as payments, in money, by cash, bank checks or bills of exchange, specifying the day and date of such payments, from said April 1, 1836?

Int. 3. State if you know anything to the advantage or disadvantage of either of the parties to the above cause?

S. B. CABNISS, for
JOHN H. LEWIS.

(*Cross-Int. E. B. Davis by Compts.*)

(Cross-Interrogatories.)

"Cross-interrogatories to said Davis by complainant:

1st. Did complainants ever receive a bill drawn by William Knox & Co. upon N. & J Dick & Co., of New Orleans, Louisiana, for thirty-seven hundred & five $\frac{20}{100}$ dollars dated on the 4th of November, 1839 and due at six months, from John H Lewis or his agent.

2d. If so, when was it received, and when paid?

3d. On what account was this bill paid?

4th. Was the price of the house and lot in Huntsville carried into the account of complainants, as executors, or was it the private property of Mrs. Ronalds, and carried into and kept in her private account?

5th. Were you the clerk and agent of Mrs. Ronalds, as an individual, as well as clerk and agent of her and Wolfe, as executors?

6th. If so, state all the payments made to her by said Lewis on account of said house and lot. Give the amounts and times of all such payments as may have come to knowledge.

ROBINSON,
Counsel for Compl'ts.

UNITED STATES OF AMERICA.
Northern District of Alabama:

I, Benjamin T. Moore, Clerk of the District Court of the United States of America, for the Northern District of Alabama, certify that the foregoing page contains a full, true, and complete copy and transcript of the interrogatories and cross-interrogatories to be propounded to Ezra B. Davis, this day filed in my office, in a cause pending in said District Court, on the chancery side of said Court, wherein John D. Wolfe is executor, and Maria D. L. Ronalds is executrix of Thomas A. Ronalds, dec'd., are complainants, and Bartley Cox is defendant, *Bartley Cox is defendant*, as follows:

In testimony whereof, I hereby subscribe my name and affix the seal of said Court, at office, in the town of Huntsville, in said District, this 15th day of December, A. D. one thousand eight hundred and forty-nine and in the seventy-fourth year of the Independence of the said United States.

[L. S.]

B. T. MOORE, *Clerk, D. C.*

UNITED STATES OF AMERICA,
Southern District of New York, ss.

Deposition of Ezra P. Davis, a witness, produced, sworn and examined on the 12th day of March, one thousand eight hundred and fifty, at the city of New York, under, and by virtue of a commission issued out of, and under the seal of the District Court of the United States of America for the Northern District of Alabama, in a certain cause therein depending and at issue, wherein John D. Wolfe, executor, and Maria D. L. Ronalds, executrix of Thomas A. Ronalds, deceased, is complainant, and Bartley Cox is defendant, as follows:

Ezra P. Davis, of the city of New York, real estate agent, aged forty-six years and upwards, being by me duly and publicly sworn according to law, and examined on the part of the complainant, on the interrogatories and cross-interrogatories annexed to the said commission, doth depose and say as follows, viz.

(*Answers of E. P. Davis to Int.*)

First. To the first interrogatory he saith: I have given my deposition (ex-parte) in this case, heretofore, to wit, on the 4th day of May, 1849, before George W. Morton, a commissioner appointed by the Circuit Court of the United States, for the Southern District of New York, in the second Circuit. I did not state in the said deposition that I had been the clerk and accountant for the complainants ever since they qualified as executors, &c., and Thomas A. Ronalds, as on reference to said deposition will show, but I did state, and such is the fact, that my duties as clerk and accountant of the executors did commence on the first of April, 1836, about which time John Daniel Wolfe departed for Europe, and that all remittances of money passed my hands, and that the correspondence in relation to the said estate came under my observation, as well as all receipts for said estate.

Second. To the second interrogatory he saith: Mrs. Ronalds, the executrix, received $500 on the 8th of August, 1836, being the proceeds of draft for rent of house in Huntsville, Alabama. Mrs. Ronalds received $3000 on the 8th of June, 1836, remitted by John H. Lewis, for amount of Bartley Cox. Mrs. Ronalds received on the 10th of April, 1837, $1230 by Mr. Veitch, on account of house and lot in Huntsville. Mrs. Ronalds received on the 20 of December,

1838, $1738.67 from John H. Lewis on amount of proceeds of sale of house and lot in Huntsville.

The executors of T. A. Ronalds received on the 25 of November, 1839, William Knox & Co. bill on N. & J. Dick & Co., of New Orleans, for $3705.20, the bill was at six months, and became due 1st May, 1840. And the amount of the bill was received by the executors on the 19th of May, 1840, for amount of B. Cox.

The said executors received January 11, 1840, $500, being the proceeds of Finley's draft, and 120 proceeds of draft on John H. Lewis, by John Daniel Wolfe, being a payment of $600 made by Cox to Lewis, and twenty dollars interest and exchange.

Mrs. Ronalds received the 18th of November, 1844, 873_{100}^{26}$, being the proceeds of a draft for amount of B. Cox. Mrs. Ronalds also received on the 10th of September, 1844, 1075_{00}^{72}$, being the proceeds of a draft received June, 1844, for account of B. Cox.

The foregoing are all the payments credited on the books of the said executors and the private books of Maria D. L. Ronalds since the 1st of April, 1836, and are all which, to the best of witnesses' knowledge, information or belief, were received by said executors or by Mrs. Ronalds.

Third. To the third interrogatory he saith: He knoweth nothing which has not been stated in this or his before-mentioned deposition.

EZRA P. DAVIS.

(*Answers of E. P. Davis to the cross-Int.*)

First. To the first cross-interrogatory he saith: That he has already answered this interrogatory in his answer to the second direct interrogatory, to which he refers.

Second. To the second cross-interrogatory he saith: That he refers to his answer to the second direct interrogatory for his answer to this second cross-interrogatory.

Third. To the third cross-interrogatory he saith: That the bill was paid on account of Bartley Cox.

Fourth. To the fourth cross-interrogatory he saith: That the price of the house and lot in Huntsville being real estate, was carried to the private account of Mrs. Maria D. L. Ronalds, being her private property, she was the sole devisee of Thomas A. Ronalds.

Fifth. To the fifth cross-interrogatory he saith: I was only agent of Mrs. Maria D. L. Ronalds in real estate matters in the city of New York, and acted as clerk and accountant for the executors only.

Sixth. To the sixth cross-interrogatory he saith: That in addition to the amount of $1230 and $1738.67, heretofore mentioned by witness to have been received by Mrs. Ronalds on the account of the proceeds of the house and lot in Huntsville, deponent finds in Mrs. Ronalds' books, that on the 8 of December, 1835, $1000 was received by Mrs. Ronalds from Mr. Lewis on account of said house; and that, besides the sums heretofore mentioned, deponent knows of no other sum paid to Mrs. Ronalds on account of said house.

EZRA P. DAVIS.

Taken and reduced to writing, and by the witness subscribed, on his examination before me. this twelfth day of March, A. D. 1850.

GEO. W. MORTON,
U. S. Commissioner, &c.

The witness further adds: My attention having been called by the Commissioner to the question, whether the sum of $1610 was or was not paid in 1837, I wish to say thus:—

First. That Mrs. Ronalds wrote to John H. Lewis, 17th February, 1837, stating that his letters of the 17 January, 1837, was received, in which letter Mr. Lewis states, that in his letter of the 9th of December, 1835, he had sent Chaffin, Kirk & Co. first of exchange on John W. Tilford, of Philadelphia, for $1610, on account of second instalment for the purchase of house and lot in Huntsville, which letter of the 9th of December, 1836, was not received, and to the best of my knowledge and belief, never was received by Mrs. Ronalds or said executors.

Second. Mrs. Ronalds' letter of the 17th of February, 1837, was answered by Mr. J. H. Lewis, 16th March, 1837, by a letter enclosing an order on J. W. Tilford, by Chaffin, Kirk & Co. for $1610. The order is as follows:

"Pulaski, Tennessee, 14 March, 1837.

MR. JOHN W. TILFORD, Phil.

DEAR SIR:—On 5th Decr. last we sold our bill on you to our friend John H. Lewis, Esq., of Huntsville, Ala'a, at 30 days after date, for $1610. Mr. Lewis has just informed us that he remitted the bill to Mrs. M. D. L. Ronalds, of New York, and that it had not been by her received. You will therefore pay the amount to Mrs. Ronalds upon the presentation of this letter, and charge to our account current. Your friend,

CHAFFIN, KIRK & CO.

3d. Mrs. Ronalds wrote to J. W. Tilford, 29 March, 1837, informing him of the receipt of the order, with a copy from Mr. Lewis, and that the same was lodged in the Mechanics' Bank in this city for collection. The same order for $1610 was protested, and was never paid.

4th. On the 13 of April, 1837, Mr. Ronalds wrote to Mr. Lewis, acknowledging receipt of said order for $1610, and informed him that the same was protested for non-payment on the 6th of April, 1837, and enclosed the protest and order in the same letter to Mr. Lewis. At the request of Mrs. Ronalds I went to Philadelphia, and learned that Mr. J. W. Tilford had stopped payment. I believe I saw Mr. Tilford personally.

EZRA P. DAVIS.

Read to and subscribed by the witness, Ezra P. Davis, on his examination before me, March 12th, 1850.

GEO. W. MORTON,
Commissioner, &c.

The State of Alabama.

DISTRICT COURT OF THE UNITED STATES,
For the Northern District of Alabama, at Huntsville.

(*Deposition of W. H. Wilson, for J. H. Lewis.*)

THOMAS A. RONALDS
vs.
BARTLEY COX.

The deposition of William H. Wilson, taken on the part of John H. Lewis, under an order of reference, before the Master in Chancery of said Court, said deponent being by me first duly sworn, deposes as follows: Some fifteen years ago deponent was employed by John H. Lewis to do some repairs in carpenter's work on the large brick house, formerly owned by Joshua Cox, in Huntsville. Deponent cannot now say what was the am't of his work, but lately he has gone to said house and examined said work, so done by him, and from an estimate of the same, he thinks it would am't to about $109. Whatever it did am't to, was paid to deponent by John H. Lewis, age't of Thos. A. Ronalds. And further this deponent saith not.

W. H. WILSON.

Sworn to and subscribed before me, this 13th Decbr., 1849.

ELIJAH HANSBOROUGH,
Master in Chancery.

IN THE DISTRICT COURT OF THE UNITED STATES,
For the Northern District of Alabama.

(*Deposition of S. Cruse, for J. H. Lewis.*)

JOHN D. WOLFE, Extr.
and
MARIA D. L. RONALDS, Extx.
vs.
BARTLEY COX.

The deposition of Samuel Cruse, taken on the part of John H. Lewis, to be read as evidence on said cause, on reference before the Master.

Said deponent being by me first duly sworn, deposes as follows:—That on the 15th April, 1837, he was Teller of the Branch Bank at Huntsville; on that day John H. Lewis paid a draft drawn by Maria D. L. Ronalds on him, dated 17th Feb'y, 1837, for three thousand dollars, which draft was by said Lewis, on 15th April, 1837, fully paid. And further this deponent saith not.

S. CRUSE.

Sworn to and subscribed before me, this 11 day of Decbr., 1849.

ELIJAH HANSBOROUGH,

Master in Chancery.

(*Deposition of J. A. Snodgrass*)

M. D. Ronalds & John D. Wolfe, Executors,
vs.
Bartley Cox.
} In the United States District Court, at Huntsville, Alabama.

Deposition of John A. Snodgrass, a resident of Montgomery, State of Alabama, a witness for the defendant in the above stated case.

I, John A. Snodgrass, reside in the City of Montgomery, State of Alabama, distance over one hundred miles from the town of Huntsville, the place of holding said Court. On the 4th of Nov'r, 1839, I, as a member of the firm of Wm. Knox & Co., remitted to Mrs. M. D. Ronalds one hon. draft at six months, on Messrs. N. & J. Dick & Co., of New Orleans, for the sum of thirty-seven hundred and five $\frac{20}{100}$ dollars, which was done at the instance of John H. Lewis, Esq., of Huntsville, Ala.; said letter enclosing the above draft was remitted by mail to the said Mrs. M. D. Ronalds, New York. The said bill was paid by Wm. Knox & Co. to N. & J. Dick & Co.

JNO. A. SNODGRASS.

I, the undersigned, Judge of the County Court of Montgomery County, Alabama, do hereby certify, that I have this day, 20th day of November, 1849, caused to come before me, in the city of Montgomery, John A. Snodgrass, a witness for the deft. in the above entitled cause, who lives at a greater distance from the place of trial of said cause than one hundred miles, who being carefully examined, cautioned and sworn to testify, the whole truth, and nothing but the truth, deposeth to the facts set forth in the above deposition, signed by him in my presence, and reduced to writing in my presence, partly by the witness, and partly by myself in the presence of the witness, and that I am neither counsel or attorney for either of the said parties, nor interested in the event of the said cause, and that no notification to the adverse party to be present at the taking of the same, and to put interrogatories if he think fit, was served on the adverse party or his attorney, because neither was within one hundred miles of the place of taking the said deposition, to wit, at Montgomery, in the State of Alabama.

ADAM C. FELDER.

November the 20th, 1849.

(*Transcript of Cause in Chancery in name of T. A. Ronalds, vs. Jas. Armor, & al.*)

Transcript in name of Thomas A. Ronalds, *vs.* James Armour and others.

"The State of Alabama, Madison County Circuit Court, November term, 1828, Chancery side of the Docket, Present the Honorable John M. Taylor, Judge, &c.

THOMAS A. RONALDS,
447 *vs.*
JAMES ARMOUR,
ALEXANDER G. MORGAN,
CALVIN C. MORGAN,
JOHN & JOSEPH ESTELL,
JOHN & JAMES WEBB,
JOHN ATKINSON, and
EDWARD ATKINSON,
HENRY M. FERREL, and
JOSHUA COX.

Be it remembered that heretofore, to wit: on the seventeenth day of June, in the year of our Lord, one thousand eight hundred and twenty-six, was filed in the Office of the Clerk of the Circuit Court of Madison County, in the State of Alabama, in Chancery a Bill of Complaint, as followeth, to wit: To the Honorable John M. Taylor, Judge of the Fifth Judicial Circuit in Chancery, sitting for Madison County and State of Alabama. Humbly complaining showeth unto your Honor, your orator Thomas A. Ronalds, of the City and State of New York. That James Armour of the City of New Orleans, and State of Louisiana, a non-resident is justly indebted to him the said Complainant, the sum of five thousand dollars, as acceptor of a bill of exchange, New York, June the 18th 1825, drawn by one George Holloway, payable to said Complainant ten months after date, and duly accepted by said Armour, and protested for non-payment at its maturity, on which there are damages *still* due said Complainant, amounting to five hundred dollars, together with costs of protest, &c. Said defendant is also indebted to said complainant, as endorser of another bill of exchange dated New Orleans, May 11th, 1825, payable to Holloway & Willis, and by them assigned to Thomas *H.* Ronalds, drawn by Joshua Cox, for three thousand nine hundred dollars, which was also duly accepted by said Armour, under date May 11th 1828, and protested at maturity for non-payment, making in both bills the sum of nine thousand five hundred dollars or thereabouts, with other costs and charges; all of which is more fully seen and better understood by reference to said bills of exchange, a copy of which is hereunto annexed under exhibit. A. and B. and prayed to be taken as part of this bill. Complainant further shows to your Honor that said defendant is greatly involved, and as he is informed and believes hath not sufficient property in Louisiana, to pay the amount of said bills if judgment was obtained against him. He is further informed and believes that one Alexander G. Morgan, of this county is indebted to said Armour, and that to secure the payment of said debt or debts, that a certain house and lot in the town of Huntsville, known and desig-

nated in the place of said town, as lot No. 47, it being now in the acceptancy of the said Morgan, and John H. Lewis is pledged for its payment, and the title of which is, the name of one John Estell, of said county; also that four negro slaves the property of said Morgan, is conveyed to one Joshua Cox, to secure a sum of money due said Armour, from said Morgan; also that one Calvin C. Morgan, of said county is also indebted to said Armour, by note or notes heretofore executed to Alexander G. Morgan. Also that John and Joseph Estell, is indebted to said Armour, by judgment confessed in one of the Courts of said county which is a *hire* one, the real property of said Estell, and that John and Edward Atkinson, merchants and partners trading under the style of J. and E. Atkinson, of Franklin County of this State, are indebted to said Armour; also that one Henry M. Tyrrell, as agent for said Armour, has a large amount of bonds and promisory notes belonging to said Armour, in his hands, and knows of other debtors of said Armour residing in the jurisdiction of this Court; in tender consideration whereof and for as much as your orator is without full and perfect remedy at law, and is in great danger of losing the debts due him by said defendant, he prays that said Alexander G. Morgan, Calvin C. Morgan, John and Joseph Estell, and John and James Webb, J. and E. Atkinson, Henry M. Tyrrell and Joshua Cox, may be made defendants to this bill; that they be compelled on their corporeal oaths, full, true and perfect answers make to all and singular the allegations above contained, and more particularly, let the said A. G. Morgan, Calvin C. Morgan, John and Joseph Estell John and Edward Atkinson, say how much they are indebted to said Armour; and also state if they know of effects belonging to said Armour, in the hands of any other person in the jurisdiction of this Court, and let the said A. G. Morgan, and John Estell, say if the title of said lot in the town of Huntsville, as above charged is not in the hands of said Estell, to secure a sum of money due said Armour, from said Morgan, and let the said Morgan and Joshua Cox say if said Morgan did not convey to said Cox, four negro slaves, as security for a debt due said Armour from said Morgan; what are their names, ages and value. Also let the said Morgan state if he has given any other collateral security by bills, bonds, promissory notes, to secure the payment of said debt due from him to said Armour. Who are they on and what is their amount. Let the said Estell, also state if the real estate is not bound for the payment of his debts by judgment to said Armour. What is the amount of said property, value &c. And let the said Henry M. Terrell, say what amount of effects he holds of said Armour, in his hands, and if they be bonds or promissory notes, who are they drawn by, to whom payable when due, and what is their amount, and let them be a decree to pay over to the satisfaction of complainants demands. May it please your honor to grant unto your orator the most gracious writ of subpœna attachment and injunction to injoin said Alexander G. Morgan, Calvin C. Morgan, John and Joseph Estell, J. and E. Atkin-

son, and Henry M. Tyrrell, from paying over anything they may be owing to said Armour; also to enjoin said Armour, his *against*, &c., from collecting said debts, also to enjoin the said Estell from, in anywise transferring their title to said lot above named; as pledged to him for the payment of said Morgan debt to Armour, or in anywise encumbering the title thereof; also to enjoin said Estell from transferring or in anywise encumbering his own property bound by the above judgment; also to enjoin said Joshua Cox from transferring the title to said negroes conveyed as above recited; and let the said Henry M. Terrell, be injoined from giving up to said Armour any bills, bonds and promissory notes belonging to said Armour, now in his hands and let him as agent, for said Armour, wholly desist from collecting the same until the matters and things herein stated shall be finally determined by this Honorable Court; and may it please your honor to grant such other and further relief as is commensurate with the justice and equity of the case, and your orator will ever pray, &c. J. H. Lewis and Clay, and McClung, for complainant. (The Affidavit.)

STATE OF ALABAMA.
Madison County.

Personally appeared before me, John M. Taylor, Judge of the Fifth Judicial Circuit of Alabama, Mason Ronalds, who being duly sworn, says he is Agent for Thomas A. Ronalds, the complainant in this bill, and that the facts stated of the knowledge of Thomas A. Ronalds, the complainant in said bill, he knows to be true, and those stated as of the information of others, he believes to be true. M. Ronalds. Sworn to and subscribed before me, this 17th June, 1826. J. M. Taylor. To the Clerk of the Circuit Court, of Madison County. Let writs of Injunction and Subpœna, issue agreeably to the prayer of the foregoing bill, upon the complainant *entreaty* into bond, with good and sufficient security, in the sum of six thousand dollars, conditioned to pay all damages which the defendant, Armour, may recover of him, by reason of his suing out said injunction. J. M. Taylor. 17 June, 1826. (Exhibit A.) Exchange, $5,000. New York, June 10th, 1825. Ten months after date of this first of exchange, second, third and fourth unpaid, pay Thomas A. Ronalds, Esq. or order, five thousand dollar, value received, and charge the same to account of your obt. servt. Geo. Holloway. To James Armour, Esq., New Orleans. (Exhibit B.) Exchange for $3,900. New Orleans, May 11th, 1825. On the first day of March, 1826, please pay to the order of Messrs Holloway & Willis, thirty-nine hundred dollars, value received, which place to account of Joshua Cox. To James Armour, Esq., New Orleans. (Endorsed.) Pay Thomas A. Ronalds or order, Holloway and Willis. (*Injunction Bond.*) Know all men by these presents, that we, Thomas A. Ronalds of the City and State of New York, and Mason Ronalds of Franklin county, John H. Lewis of Madison county, State of Alabama, are held and firmly bound to James Armour, in the penal sum of six thousand dollars, lawful

money, for the true payment of which, we and each of us, do bind ourselves, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Witness our hands and seals, this, the 17th *Aug.* of June, 1826. Whereas, said above bound Thomas A. Ronalds in his bill of complainant, filed in the Circuit Court of Madison county, State of Alabama, setting in chancery, against James Armour, Alexander G. Morgan, Calvin C. Morgan, John and Joseph Estell, John and Edward Atkinson, Henry M. Terrell and Joshua Cox, have prayed and obtained writs of Injunction, restraining and enjoining said Morgan, Estell, Atkinson and Terrell, from paying over any thing they may be owing to said Armour, also enjoining said Armour, his Agents, &c., from collecting said debts, also unjoining said Estell's from in any wise transferring the title to the Lot No. 47, in the town of Huntsville, as pledged to him for the payment a debt of said A. G. Morgan to said Armour, or in any wise encumbering the title thereof, also enjoining said Estell's from transferring or in any wise encumbering his own property, bound by a judgment of said Armour against him, also enjoining said Cox from transferring the title to the Negroes, conveyed to him by sd. A. G. Morgan, to secure a sum of money due to said Armour, and injoining said Terrell from giving up to said Armour any bills, bonds, promissory notes, belonging to said Armour, now in his possession, and from collecting the same. Now the condition of the above obligation is such, that if the said above bound Thomas A. Ronalds, shall (in case said injunction shall be dissolved) pay and satisfy said James Armour, all damages which he may recover, for the wrongful suing out said injunction, and shall also perform and satisfy such final decree as may be made against him in said case, then the above obligation to be void, else to remain in full force and virtue. Thos. A. Ronalds, [SEAL.] By his Attorney in fact, M. Ronalds. M. Ronalds, [SEAL.] John H. Lewis, [SEAL.] J. W. McClung, [SEAL.] Signed, sealed and acknowledged in presence of (*injunction.*) The State of Alabama. To James Armour, Alexander G. Morgan, Calvin C. Morgan, John and Joseph Estell, John and Edward Atkinson, Henry M. Terrell and Joshua Cox, of Madison County, greeting: Whereas, Thomas A. Ronalds in his bill of complaint filed in our Circuit Court of Madison County, against you, said James Armour, Alexander G. Morgan, Calvin C. Morgan, John and Joseph Estell, John and Edward Atkinson, Henry M. Terrell, and Joshua Cox, defendants, hath, amongst other things, alleged that said Armour, on accounts of bills, &c., is indebted to him in the sum of nine thousand four hundred dollars, or thereabouts, that said Armour is greatly involved, &c. That said defendant, Alexander G. Morgan is indebted to said Armour, and has pledged to secure said debt, a house and lot in Huntsville, known as No. 47, the title to which is in said John Estell, and that he hath also conveyed from negro slaves to said Joshua Cox, to secure a sum of money due to said Armour. That said Calvin C. Morgan is indebted to said Armour, by note or notes executed

to said Alexander G., and that said John and Joseph Estell are indebted to Armour, by judgment confessed in one of the Courts of this County, which is a lien on the real property of said Estell.

That said John and Edward Atkinson of Franklin County, are indebted to said Armour, and that Henry M. Fenell, as agent for said Armour, has a large amount of bonds and promissory notes belonging to said Armour, &c. Wherefore, as well as for other matters in said bill, set forth and alleged, the said Thomas A. Ronalds hath prayed on writ of injunction, to injoin and restrain said Alaxander G. Morgan, Calvin C. Morgan, John & Joseph Estell, J. & E. Atkinson, and Henry M. Terrell, from paying over anything they may be owing to said Armour, also, to injoin said Armour, his agent &c., from collecting said debts, also, to injoin said Estell from, in any manner transferring the title to said lot above-named, as pledged to him for the payment of said Morgan's debt to Armour, or in any wise incumbering his own property, bound by the above judgment, also to injoin the said Joshua Cox from transferring the title to said negroes conveyed as above recited, and to enjoin the said Henry M. Terrell from giving up to said Armour any bills, bonds and promissory notes belonging to said Armour, &c. We, therefore, in consideration of the promises in said bill, do herby injoin, restrain and prohibit you, the said Alaxander G. Morgan, Calvin C. Morgan, John & Joseph Estell, John & Edward Atkinson, and Henry M. Terrell, from paying over anything they may be owing to said Armour, also we injoin you the said James Armour, your agents, &c., from collecting said debts; also, we injoin you the said Estell, from in any wise, transferring the title to said lot above-named, as pledged, *as pledged* to you for the payment of said Morgan's debt to Armour, or in any wise incumbering the title thereof; also we injoin you the said Estells from transferring or in any wise incumbering your own property bound by the above judgment; also we injoin you the said Joshua Cox, from transferring the title to said negroes, conveyed as above recited, and we also injoin you, the said Henry M. Terrell, from giving up to said James Armour, any bills, bonds and promissory notes belonging to said Armour, now in your hands, and that you as agent of said Armour, wholly desist from collecting the same, until the further order of our Circuit Court, sitting in Chancery, in the premises of said bill, and we command you, and all, and every of you respectively, that you and each of you, do strictly obey and observe this our writ of injunction, at your perils. Witness, Lemuel Mead, Clerk of the Circuit Court of Madison, at office, this the 19th day of June, 1825, and 50th year of American Independence. Issued, 19th June, 1826. First, Lemuel Mead, Clerk, C. C. (*Sheriff's Receipt.*) Recd. 19 June, 1826. John P. Neal, Shff. (*Shff's. Return.*) Executed on Henry M. Terrell, Joshua Cox, Joshua Estell, Alexander G. Morgan, 19 June, 1826, on Calvin C. Morgan, 21st June, 1826; on Joshua Estell, 31 July, 1826. John P. Neal, Shff. (*Subpœna.*) The State of Alabama. To the Sheriff of Madison County, Greeting:—You are hereby commanded to summon James

Armour, Alexander G. Morgan, Calvin C. Morgan, John Estell and Joseph Estell, John Webb and James Webb John Atkinson and Edward Atkinson, Henry M. Terrell and Joshua Cox, to appear before the Judge of our next Circuit Court, sitting in Chancery, at the Court House, in the Town of Huntsville, on the first Monday, after the fourth Monday in October next, to answer a bill in Chancery, preferred against them, by Thomas A. Ronalds, a copy of said bill you will deliver to the said James Armour, Alaxander G. Morgan, Calvin C. Morgan, John Estell, and Joseph Estell, John Webb and James Webb, John Atkinson and Edward Atkinson, Henry M. Terrell and Joshua Cox. Herein fail not, and have then and there this writ. Witness Lemuel Mead, Esq., Clerk of said Court, at office, this third day of July, in the year of our Lord, 1826, and in the fiftieth year of American Independence. Test, L. Mead, Clerk, C. C. Issued, 3rd day of July, 1826. (*Sheriff's Return.*) Executed on Joshua Cox, H. M. Terrell, Joseph Estell and A. G. Morgan, and copy of bill delivered to each, 3 July, 1826; executed on John Estell and C. C. Morgan, and copies of bill delivered to each, 20 July, 1826. John P. Neal, Shff. Executed on James Armour, and a copy of the bill delivered, 28th Sept'r, 1826. John P. Neal, Shff., by his deputy, J. R. H. Achlen. And afterwards to wit, on the 21st day of June, being a day of a special term of said Circuit Court, begun and held for said County, at the Court House, in the Town of Huntsville, on the second Monday in June, in the year of our Lord, one thousand eight hundred and twenty-six, was made an order in said cause as followeth, to wit: Come said complainant by his counsel, and said defendant Terrell, and on the motion of said defendant Terrell, it is ordered, that the injunction as to him, and the debtors of James Armour, another defendant, be dissolved, so far as to enable said Terrell to collect the said debts due to the defendant, Armour, in this State, and to sell any property belonging to said Armour, upon said Terrell entering into bond, with sufficient security, in the Clerk's office, in the penalty of twelve thousaud dollars, conditioned that said defendant Terrell, shall have all sums which may be collected by him, after the date of said injunction, and the proceeds of the sales of any property sold by him, subject to the final decree of this Court in said case. And afterwards to wit, on the 24th day of October, in the year of our Lord, one thousand eight hundred and twenty-six, came James Armour, a respt. in said cause, and filed his separate *answer* to said bill of complaint, as followeth to wit: The separate answer of James Armour to a bill of complaint exhibited by Thomas A. Ronalds in the Circuit Court of Madison County, State of Alabama, in Chancery. This defendant now, and at all times hereafter, saving and reserving to himself all and all manner of benefit and advantage of exception to the manifold errors, uncertainties, imperfections and insufficiencies in the said complainant's said bill of complaint, contained for answer thereunto, or unto so much and such parts thereof as he, this defendant, is advised is material for him, this defendant, to make answer unto, an-

swering saith, that he is a non-resident of this State, and is a citizen of the State of Louisiana.

This defendant admits the acceptance of the bills of exchange alluded to in the complainant's bill, and designated as exhibit A and B, amounting to eight thousand nine hundred dollars. This defendant is ignorant of the statutory damages and costs mentioned by the complainant in his bill, and therefore prays that if he is liable therefor, the said complainant may be compelled to make full proof on that head. This defendant further admits that, from the various vicissitudes which characterized the cotton market during the year one thousand eight hundred and twenty-five, baffling the calculations of the shrewdest and most experienced merchants—from the extensive failure of those to whom he had given credit, and in whom he had placed the most implicit confidence, and from a consideration of many other unfortunate occurrences, he has been unable to escape the wreck that has destroyed the fortunes of many of our citizens. This defendant denies the truth of the allegation contained in the complainant's bill, that his property was insufficient in the State of Louisiana to discharge the amount of the two bills of exchange mentioned in the bill of said complainant. The property of this defendant was amply sufficient for that purpose, but, not intending to give a preference to any particular creditor, this defendant determined to make, and did make, a voluntary surrender of all his property and effects, for the benefit of his creditors generally, which is the course usually directed by Courts of Chancery in cases of this description, as this defendant is advised and informed. This defendant further states, that the several defendants mentioned in the complainant's bill as the debtors of this defendant, have been heretofore notified that he, this defendant, had, on the thirteenth day of July, in the year of our Lord one thousand eight hundred and twenty-six, made a voluntary surrender of all his goods and effects, for the benefit of his creditors generally, and that said cession of his property had been accepted by the Judge of the first Judicial District of the State of Louisiana, in conformity with the laws of said State, of which this defendant is a citizen, whereby all rights to and control over said debts due by the co-defendants to this defendant was legally divested from this defendant, and invested in commissioners to make settlement and composition among the creditors of this defendant. This defendant further states that his creditors are numerous, and that his effects are insufficient to pay the full amount of the claims against him, and denies that the complainant was so peculiarly situated that it required the interposition of a Court of Equity to establish his debt due by this defendant and to secure its payment. This defendant further states, that Alexander G. Morgan, during the year one thousand eight hundred and twenty-five, became largely indebted to this defendant for money advanced, acceptances of drafts, and other expenditures, and that eleven thousand two hundred and forty-two dollars and eight cents appears to be due to this defendant by the said Morgan in the eight day of July, 1825 This defendant further

states, that the property conveyed by said Morgan to this defendant was intended as an indemnity and security of this defendant, on account of his acceptance, and for the benefit of the holders of said drafts, or bills of exchange, drawn by the said Morgan on this defendant, and by him accepted. This defendant claims no right of control, or disposition of said property so conveyed by the said Morgan, except for the benefit of the holders of the drafts of the said Morgan which remain unpaid. This defendant, availing himself of the provisions of the statute of this State allowing a demurer to be included in answer, demures, and says that the matters, as set forth in the complainant's bill of complaint, are informal, and altogether insufficient for the said complainant to seek any relief into this Honorable Court against this defendant; and having fully answered, he prays to be dismissed this Honorable Court, with his reasonable costs by him in this behalf expended. James Armour.

STATE OF ALABAMA,
Madison County.

This day personally appeared before me, L. Mead, Clerk of the Circuit Court of said County, James Armour, who, having duly sworn on oath, states that the above and foregoing answer is true in substance and fact, to the best of his knowledge and belief. James Armour. Sworn to and subscribed before me this 24th Octr., 1826. L. Mead, Clk. Samuel Peete, Solicitor. And afterwards, to wit; on the 4th day of November, being a day of a term of said Circuit Court, began and held for said County at the Court-house, in the town of Huntsville, on the first Monday after the fourth Monday in October, in the year of our Lord one thousand eight hundred and twenty-six, was made an *Order* in said cause as followeth, to wit: On the motion of said defendants, It is ordered that this suit be dismissed, unless security for the costs be entered within sixty days, said complainant being a non-resident; and therefore came John H. Lewis in open Court, and acknowledges himself bound as the said complainant's security for the costs of this suit. And afterwards, to wit, on the 25th day of November, being a further day of said term last aforesaid, Was made an order in said cause as followeth, to wit: On motion it is ordered, that *that* unless John Estelle, one of *said* defendants, answer in sixty days, an attachment shall then issue to compel an answer. And afterwards, to wit, on the thirtieth day of January, in the year of our Lord one thousand eight hundred and twenty-seven, came John Estelle, a resp't. in said cause, and filed his individual *answer* to said bill of complaint as followeth, to wit: The individual answer of John Estelle to a bill in Chancery, exhibited against him and others in the Circuit Court of Madison County, State of Alabama.

This respondent saving and reserving to himself all manner of benefit, to the many errors, imperfections and uncertainties in said bill of complaint contained, for answer thereunto, or so much thereof as he is advised is material for him to answer. Saith that commercial

transactions have taken place between himself and James Armour, one of the defendants, to a very considerable amount, which are, as yet, unsettled, as this respondent believes. This respondent acknowledges that there was a confession of judgment made by him to James Armour, to the amount of thirty thousand dollars, which was intended to secure said Armour for responsibilities and liabilities incurred by said Armour, for this respondent. This respondent does not know that said Armour has discharged those liabilities, or what amount of them; he is, therefore, incapable of saying how much he is indebted. As to the law which accompanies judgments, this respondent, from his want of legal skill and acquirements, is unprepared to answer, and he hopes he will not be attached for his ignorance. As to the house and lot mentioned in the complainants bill, this respondent is advised that murriments of title to real property are, or should be, matters of records, and that this respondent is not bound to answer thereto. This respondent, by protestation, not confessing *not confessing* all or any of the matters and things in said complainants bill of complaints contained to be true in such manner and form as therein set forth, demurs to said bill; and for causes of demurrer, shows that the said complainant has not by his bill made such a cause as entitles him in a *Court Equity* to any discovery from this respondent, nor is he bound to answer the said bill of complaint, wherefore and for divers other good causes of demurrer appearing in said bill, this respondent availing himself of the benefit of the statute in such cases made and provided, demurs thereto, and he prays this Honorable Court whether he shall be compelled to make any other and further answer; and he humbly prays to be dismissed from hence with his reasonable costs in this behalf sustained. John Estell. Sam. Peate, solicitor for defendant. Sworn to and subscribed before me by the said John Estell, this, the 30th day of January, 1827. L. Mead, Clerk C. C. By Pryor, D. C., (*agreement.*) Whereas, heretofore a judgment was confessed in the Circuit Court of Madison County, by John and Joseph Estell, in favor of James Armour, of New Orleans, and its execution has been prevented by an attachment and injunction from the Judge of the Circuit Court of said County, in the suit of Thomas A. Ronalds, of New York. It is hereby agreed between John H. Lewis, attorney for said Ronalds and Samuel Peete, attorney for said Armour, that the execution may be levied and the money arising from said sale of Estell's property to be returned to this Court, and to abide the determination of the suit above referred to. Witness our hands, this 23d day of February, 1827. John H. Lewis, (*Demurrer.*)

The demurrer of Alexander G. Morgan and Calvin C. Morgan, be two of the defendants to the bill of complaint of Thomas A. Ronalds, complainant. These defendants, by protestation not confessing or any part of the matters and things in the said complainants' bill to be true in any such manner and form as the same are therein set forth and alledged, do demure to said bill, and for causes of demure, show that the said complainant has not by his said bill made such a case

as entitles him in a Court of Equity to any discovery from these defendants respectively, or either of them, or any relief against them, as to the matters contained in said bill, or any of such matters, and that any discovery which can be made by these defendants, or either of them, touching the matters complained of in the said bill, or any of them, cannot be of any avail to the complainant for any of the purposes for which a discovery is sought against these defendants by said bill, nor entitle the said complainant to any relief in this Court touching any of the matters there complained of. Wherefore, and for divers other good causes of demurrer appearing in the said bill, these defendants demurr thereto, and they pray the judgment of this Honorable Court whether they shall be compelled to make any further answer to the said bill, and they humbly pray to be dismissed from hence, with their reasonable costs in this behalf sustained. Samuel Peete, solicitor and attorney for defendants. And now, afterwards, to wit: On the 27th day of November, being a day of a term of said Circuit Court, begun and held for said County, at the Court House, in the Town of Huntsville, on the first Monday after the fourth Monday in October, in the year of our Lord one thousand eight hundred and twenty-eight, was made a final *Decree* in said cause, as followeth, to wit: Come the parties by their counsel, and on motion of complainant, it is by the Court ordered, abridged and decreed, that said injunction be dissolved and complainants' said bill be dismissed, without prejudice to his legal rights, and that the defendants recover of the complainant their costs herein expended, &c.

THE STATE OF ALABAMA,
Madison County, ss.

I, John B. Eldridge, Clerk of the Circuit Court of Madison County, in the State of Alabama, do certify that the foregoing thirteen pages contain a full, true, perfect and complete transcript of the record and proceeding had in my office on the chancery side of the docket, of the cause therein, wherein Thomas A. Ronalds is complainant, and James Armour and others are defendants in chancery.

In testimony whereof I have hereunto set my hand and affixed the seal of my office, at office, in Huntsville, this 18th day of May, A. D. 1850, and 74th year of American Independence.

[L. S.]

JOHN B. ELDRIDGE,
Clerk C. C.

(Endorsed.) "Compl'ts. Testimony."

(*Transcript of cause in name of Henry Cook* vs. *J. H. Lewis, & al.*)

Transcript of cause in chancery, in name of Henry Cook *vs.* John H. Lewis, *et al.*

The State of Alabama. Pleas had (*in chancery*) at *at* a term of the Circuit Court of Madison County, in said State, begun and held at the Court House in the Town of Huntsville, in the said County of

Madison, on the third Monday after the fourth Monday in September, (being the fourteenth day of October,) in the year of our Lord, one thousand and eight hundred and thirty-three, and in fifty-eighth year of American Independence before the Honorable William I. Adair, Judge, &c.

HENRY COOK,
486 *vs.*
JOHN H. LEWIS,
JOHN WEBB,
JAMES WEBB,
JAMES ARMOUR, and
HENRY TERRELL,

Be it remembered that heretofore, to wit: on the twenty-third day of April, in the year of our Lord, one thousand eight hundred and twenty-seven, was filed in the office of the Clerk of Circuit Court of Madison County, in the State of Alabama, in chancery, a bill of complaint in the name of Henry Cook, complainant against John H. Lewis, John Webb, James Webb, James Armour, and Henry Terrell, defendants. Which said bill is in the words, viz: Alabama: To the Hon. the Circuit Court of Madison county, in chancery, the bill of Henry Cook, of said county, complainant against John H. Lewis, of the same county, John Webb and James Webb, of Limestone county, and James Armour and Henry Terrell, of Louisania, defendants, represents: that in 1824, your orator sent to New Orleans for sale a Negro woman slave, but his Agent being unable to sell her there, brought her to Natchez, and left her until one Joshua Cox, who had at that place other slaves he expected to sell, with directions to get for her the best price he could obtain, as your orators, said agent, and said Cox, have informed him, and as he believes, and charges to be true. He is further informed, and believes said Cox, sold said Woman, with the other slaves, before mentioned, to one J. C. Wilkins, estimating the woman in particular, at about $600, and took in payment, notes upon one James A. *Gnalt*, to an amount exceeding $2,600, that then he delivered to his friend and agent, the said Armour, to be by him exchanged for notes to an equal amount on the said John and James Webb, informing him at the same time, of your orator's interest in them to the amount of $600, on account of the sale of said Woman, that said Armour promised said Cox to do so, and accordingly made an exchange of notes, receiving notes given by said John Webb and James Webb, to said J. A. Gerault, to the armount of about $2,600, and that said Armour, shortly afterwards deposited the notes so reserved, in exchange with one Col. Key, of Minsville, in the said county of Limestone, to be delivered to said Cox, the said Armour having no interest in, or claim to the same, or any part of the sums secured by them. Your orator is further informed, and believes that the said John and James Webb, refused paying the notes lastly mentioned, being the notes here in question, on the grounds they had been given for lands, the title to which had not been conveyed to them, but remained in the heirs of John Gerault, deceased, that the said James A. Gerault, obtained the requisite conveyance from said heirs, to the said John and James Webb, and delivered it to said Cox. Your orator further states, that said Cox delivered said deed to your orator, with a memorandum in writing,

showing your orator claims to $600, of what was due from said Webbs, and authorising him to get the notes in question, present them, receive their amount, retain his part. Not long afterwards the said Terrell, came to the said county of Madison to transact business, as the Agent of said Armour, when at said Cox request, your orator gave to said Terrell, the said deed and memorandum, or statement of yr orator's claim; which was fully explained, and made known to him by your Orator and said Cox, or the said Terrell agreed with your Orator and said Cox, that he would get the notes in question, present them and deed to the said Webb, endeavor to collect the amount due on the notes, if successful, would pay and satisfy your Orator's claim, and for the residue *amount* with said Cox, but if he could not get the money, he would return the deed, notes, &c., to your Orator. Yet your Orator is informed, believes and charges, that said Terrell, confederating with said Armour, and the said Lewis and others, to your Orator unknown, by means of said deed and memorandum, obtained the notes in question, and has delivered them or part of them to the said Lewis, whether said Terrell collected any part of the same, due upon said notes, and paid to said Armour, or his order, or retains, or failed to collect any, and deliver all of the notes to Lewis, your Orator has no knowledge or certain information, and, therefore, as to this, he prays that said Terrell, Armour and Lewis may on their respective oaths make full and explicit discoveries. Your Orator has been informed, and believes, that said Lewis obtained possession of said notes, or some of them, with full knowledge or notice of your Orator's equitable right to receive the sum of $600, out of their amount, with interest, and that he threatens to collect, and apply either to his own use, or in some other manner, what may be due upon the said notes in his hands, so as to supplant and defeat your Orator's right. And yr Orator from such threats, fears he will do so, unless prevented. Yr Orator has no certain information of the sum paid by John and James Webb, or of what remains to be paid by them, other than there is still in their hands, about $600, but the precise sum or sums due. The sums already paid, and to whom, the dates and amounts of the notes, the description of those in said Lewis's hands, the causes, considerations, objects and conditions, upon which said Lewis got possession of them, and the grounds, if any, on which he may seek to overreach your Orator's equity, are unknown to your Orator.

And as to these also he prays from him, and his co-defendants, distinct discoveries. For as much, therefore, as the acts of the defendants herein stated, are contrary to equity, and as your orator has no remedy, save by the help of this Honourable Court, he prays that the defendents may be compelled (with their confederates now unknown, where discovered) to answer on the oath, the several matters herein alledged, especially that said Armour say, did he not, as the agent of said Cox, with notice of your orator's, claim, effect on exchange of notes, and deposit those he received as here charged? Had he

any interest in them? If any what? How and when did it originate? Was Terrell his agent? Did he collude with Terrell & Lewis, in order to shift the notes in question, into the hands of the latter? Did said Terrell receive the deed aforesaid, and the evidence of yr. orators claim under the knowledge, and upon the premises above specified? Let this be answered by him, and let him, and said Armour, disclose how much they, or either of them directly or indirectly collected or received upon the notes in question? Let them, and said Lewis, disclose where, or what amount, or what consideration, and objects the said notes, or any of them were obtained from said Keys and placed in said Lewis' hands? Was it not with a knowledge of your orator's right? Has not said Lewis declared it was with such knowledge? Has said Lewis received any part of the sums named in said notes, and if so, where from, whom, and how much, and does he retain, or has he applied it? Let the said John and James Webb, state the dates, amounts, and descriptions of the notes given by them, to said Jas. A. Gerault, as above, what sums have they, or either of them paid thereon, to whom, and when, and what still remains due from them? And your orator prays the gracious writ to enjoin the said Lewis his agent, &c., from collecting, or transferring the notes in question, or any of them, or from paying over any part thereof he may have collected, enjoin the said John and James Webb, and each of them from paying to said Lewis' his agents, &c., or any other person or persons, the sum or sums, still due from them or either, and to enjoin also the said Terrell & Armour, from transferring or paying away any part of the funds in question, they or either of them, may have received, and that on a final hearing on this bill it may be decreede that the amount due to your orator with interest, be paid to him, by the said John and James Webb, if so much may be due from them, and to that extent the said note extinguished, or if a sufficiency be not in their hands, that the other defendants or such of them, as may have received the funds, pay to your orator such deficiency. Or if he have mistakes, the prayer that is now suitable then that this Honorable Court, may grant to him the relief which in conscience he ought to have. Kelly & Hutchison, Solicitors for Compts. Alabama, Madison County, before me, Thomas Cain, a justice of the peace of said County, came Henry Cook, and made oath, that the fact stated in the above bill, as of his own knowledge are true, and those stated from information, he believes to be true. Henry Cook, sworn to, and subscribed before me, this 19th, day of March, 1827. Thos. Cain, J. P. [SEAL.] Chambers, 18th, April, 1827. To the clerk of the Circuit Court of Madison, County. Let Writs of injunctions issue against John H. Lewis, and John and James Webb, according to the prayer of the complainant's Bill, commanding said Lewis to retain in his possession if received of the money mentioned in said Bill, the sum of seven hundred dollars, and said John and James Webb, to delay payment of the like sum out of said debt, if so much remains unpaid until the answers are heard, and a decree of the Court thereon. R. Saffold, Judge.

The State of Alabama. To John H. Lewis, John Webb, James Webb, James Armour, and Henry Terrell, of Madison County, greeting. Whereas: Henry Cook, in his Bill of complaint, filed in our Circuit Court, of said County, in Chancery, against you, said John H. Lewis, John Webb, James Webb, James Armour, and Henry Terrel defendants, hath amongst other things alledged, that in the year, 1824, he sent a negro women slave, to New Orleans for sale, but being unable to sell her there, bro't her to Natchez, and left her with one Joshua Cox, who also had other slaves there to sell with directions to make sale, of said woman for the best price he could obtain. That the said Cox, sold said woman, with other slaves, estimating her in particular at about six hundred dollars, and received in payment, notes on a certain James A. Gerault, to an amount exceeding twenty six hundred dollars, and that you said James Armour as agent for Cox, received said notes, and exchanged them for notes on you, said John and James Webb, which was given to said James A. Gerault. That you the said Terrell, afterwards obtained possession of said notes on said John and James Webb, and delivered them or some of them, to you said Lewis. That you the said Armour, Terrell, and Lewis, had notice or knowledge of said complainants, equitable right to six hundred dollars, with interest, out of the amount of said notes, &c., said Bill prays the writ of injunction, and to enjoin you said Lewis, your agents, &c., from collecting or transferring the notes in question or any part of them, or from paying over any part you may have collected on them, also to enjoin you said, and John and James Webb, each of you from paying to said Lewis, or any other person, what may be yet due from you on said notes, and also to enjoin you said Terrell and Armour from transferring or paying away any part of the funds you or either of you may have received of the said notes, &c.

We, therefore, in consideration of the premises in said bill, do hereby command you, said Lewis, your agents, &c., to retain in your possession, if he received of the money mentioned in said bill the sum of seven hundred dollars; and we also command you, said John and James Webb, to delay payment of the like sum out of said debt, if so much remains unpaid, until the answers are heard, and a decree of the Court had thereon. And we command you, and all and every of you, respectively, that you and each of you do strictly obey and observe this, our writ of injunction, at your perils. Witness Lemuel Mead, Clerk of the Circuit Court of Madison County, at office, this, the twenty-fourth day of April, 1827, and in the fifty-first year of American Independence. Issued 24th day of April, 1827. Test, Lemuel Mead, Clerk C. C. (*Sheriff s Return.*)—Executed on John H. Lewis, others not found, April 25th, 1827. John P. Neal, Shff., by his deputy, Wm. B. Scruggs. (And on the twelfth day of July, 1827, was issued this writ of Subpœna, viz.) The State of Alabama, To the Sheriff of Madison County, Greeting: You are hereby commanded to summon John H. Lewis, John Webb, James Webb, James Armour and Henry Terrell, to appear before the Judge of our next

Circuit Court, sitting in Chancery, at the Court House, in the town of Huntsville, on the first Monday after the fourth Monday in October next, to answer a bill in Chancery preferred against them by Henry Cook, a copy of which bill you will deliver to the said John H. Lewis, John Webb, James Webb, James Armour and Henry Terrell. Herein fail not, and have then there this writ. Witness Lemuel Mead, Clerk of our Circuit Court of Madison County, at office, this 12 day of July, in the year of our Lord, 1827, and in the fifty-2nd year of American Independence. Test, L. Mead, Clerk, C. C. Issued 12th day of July, 1827. (No Sheriff's return endorsed). (And afterwards, to wit, on the twenty-seventh day of November, being a day of a term of the Circuit Court, begun and held for the County of Madison, at the Court House, in the town of Huntsville, on the first Monday after the fourth Monday in April, in the year of our Lord, one thousand eight hundred and twenty-eight, this order was made in said cause). On motion of complainant, an alias Subpœna is awarded against the defendants. (And afterwards, to wit, on the 31st of January, 1829, was issued this alias writ of Subpœna, in the words and figures following, to wit: The State of Alabama, To the Sheriff of Madison County, Greeting: You are hereby commanded, as heretofore, to summon John H. Lewis, John Webb, James Webb, James Armour and Henry Terrell, to appear before the Judge of our next Circuit Court, sitting in Chancery, at the Court House, in the town of Huntsville, on the first Monday after the fourth Monday in April next, to answer a bill in Chancery, preferred against them by Henry Cook, a copy of which bill you will deliver to the said John H. Lewis, John Webb, James Webb, James Armour and Henry Terrell. Herein fail not, and have then there this writ. Witness Lemuel Mead, Clerk of our Circuit Court of Madison County, at office, this 31st day of January, in the year of our Lord, 1829, and in the fifty-third year of American Independence. Test, L. Mead, Clerk C. C. Issued 31st day of January, 1829. (Sheriff's receipt). Rec'd Feb'y 7th, 1829, John T. Mills, Shff. (Sheriff's return).—Executed on Henry Terrell, 18th Feb'y, 1829; on J. H. Lewis, 19th Feb'y, 1829; John F. Wells, Shff. Other defts. not found. Jno. F. Mills, Shff. April 7th, 1829. (And on the fourteenth day of April, 1829, was issued this alias writ of Subpœna, in the words and figures following, viz: The State of Alabama, To the Sheriff of Limestone County, Greeting: You are hereby commanded to summon John Webb and James Webb to appear before the Judge of our next Circuit Court, sitting in Chancery, at the Court House, in the town of Huntsville, on the first Monday after the fourth Monday in April, inst., to answer a bill in Chancery, preferred against them and John H. Lewis, James Armour and Henry Terrell, by Henry Cook, a copy of which bill you will deliver to the said John Webb, and James Webb. Herein fail not, and have then there this writ. Witness Lemuel Mead, Clerk of our Circuit Court of Madison County, at office, this 14th day of April, in the

year of our Lord, 1829, and in the fifty-third year of American Independence. Test, L. Mead, Clerk C. C. Issued 14th day of April, 1829. (*Endorsed*). We acknowledge the service of the within Subpœna, and the receipt of copy of s'd bill, as named within, this 10th day of April, 1829. John [his × mark] Webb, James Webb. And on the seventeenth day of May, 1829, respondent, Lewis, filed his answer to said bill in the words, viz: The separate answer of John H. Lewis to a bill filed against him, John Webb, James Webb, James Armour and Henry Terrell, in the Circuit Court of Madison County, and State of Alabama, in Chancery sitting, by Henry Cook. This respondent saving and reserving to himself all manner of exceptions to the manifold errors, untruths, and uncertainties in said bill contained, for answer thereunto, or to so much and such parts thereof as this respondent is advised is material for this respondent to answer unto, answereth and saith, that about the day of July, 1826, your respondent had remitted to him, for collection, two several protested bills of exchange, one of which was dated N. Orleans, May 11th, 1825, and payable on the first day of March, 1826, for thirty-nine hundred dollars, drawn by one Joshua Cox, and accepted by James Armour, co-defendant; also, one other bill for five thousand dollars, drawn by one George Holloway, and accepted by said Armour for five thousand dollars, and payable to the order of Thomas A. Ronalds, who, on the maturity of said bill, and this protest for non-payment, paid and took up the same, and remitted them to your respondent for collection, as above stated. Your respondent further states, that, immediately after their reception, he instituted in this Court, bill praying a Chancery Attachment against the effects of the acceptor, James Armour, and among other things, prayed an Attachment against the effects of said Armour in the hands of said John and James Webb, after which, one Terrell, acting as agent for said James Armour, gave up to this respondent several promissory notes, and among them two on the Webb's, amounting to some twenty-six hundred dollars, to be appropriated to the discharge of these bills aforenamed.

Soon after this transaction with said Ferrell, Joshua Cox who was the drawer of one of the aforesaid bills, and as this respondent is advised, and believes the garrantee of the other, applied to said respondent, and urged that the money, when collected, should be credited to the bills of which he was the drawer, alledging that they were in Armour hands for that purpose, and if I did not do so, that he would file a bill for that purpose and compel me; this transpired about the ninth of July, 1826. This respondent immediately commenced negotiating with said Webb, in regard to the payment of the notes, and after the *differ*, this in regard to them, payment now obviated for the first time, about the month of April, 1829; he heard of the claims of Henry Cook, the complainant. In consequence of this arrangement, said respondent took no steps to get judgment against said Cox. Said respondent denies that he ever had before the month

of April, 1829, any knowledge of said Cook's claim, and he is satisfied, and knows by the admission of said Cook, that Cox had fully paid him all he owed him, on any amount whatever, in a note on Lewellen Jones, for about two thousand dollars, and this said Cook has admitted his indebtedness since the filing of this bill, by accepting the draft of said Cox and preying them, all of which has been since the filing of this bill; he, consequently is impelled to the belief, that this bill is but a continuance between the Joshua Cox and said Cook, to divert the funds from the proper channel, and to enable said Cox to avoid the payment of his just debts. Your respondent further states that said Armour has failed in business, said Cox has taken the insolvent debtors' oath, and Holloway is dead, and his estate insolvent, having no interest in the said funds whatever, and acting merely as an agent, and having no knowledge of the claim of said Cook until a short time before the filing of his said bill, and believing, as he does, that said claim is a mere contrivance to divert the funds from their proper channel, he prays to be dismissed with his costs, &c. John H. Lewis, J. W. McClung, Atty. for deft. This day personally appeared before me, Lemuel Mead, Clerk of the Circuit Court, of Madison County, John H. Lewis, who made oath, that the facts contained in the foregoing answer, as stated of his own knowledge, are true, and them as of the knowledge of others, he believes to be true. John H. Lewis. Sworn and subscribed to before me, this 20th day of March, 1829. L. Mead, Clk., C. C. And afterwards to wit, on the twenty-fifth day of May, being a day of a term of the Circuit Court, begun and held for the County of Madison, at the Court House, in the Town of Huntsville, on the first Monday, after the fourth Monday in April, in the year of our Lord, one thousand eight hundred and twenty-nine, this order was made in said cause to wit: Comes the complainant by his counsel, and on his motion, and it appearing to the satisfaction of the Court, that the defendant, James Armour, is a non-resident, it is therefore ordered, that he do appear here, at or before the next term of this Court, being the first Monday, after the fourth Monday in October next, and answer the complainant's bill, or the same will be taken as confessed by him, and the cause set down for final hearing, ex-parte, and that a copy of this order be published in some Newspaper, printed in Huntsville, and on motion, it is further ordered, that said bill, as to said John Webb, James Webb and Henty Terry, who have been served with process of subpœna, and failed to answer, be taken as confessed, and set for hearing, ex-parte, and *and* that *that* this cause be continued. And afterwards to wit, on the first day of December, being a day of a term of the Circuit Court, begun and held for the County of Madison, at the Court House, in the Town of Huntsville, on the first Monday after the fourth Monday in October, in the year of our Lord, one thousand eight hundred and twenty-one. This order was made in said cause, to wit: On motion of the complainant counsel, and it appearing to the Court, that the order of the last term of this Court, as to the

non-residence of the defendant, James Armour, has been duly published, and that he has failed, and still fails to answer said bill. It is therefore ordered, that said complasnants' bill be now taken for confessed by the said James Armour, and that the cause be continued. And afterwards to wit, on the twenty-first day of May, being a day of a term of the Circuit Court, begun and held for the County of Madison, at the Court House, in the Town of Huntsville, on the first Monday, after the fourth Monday in April, in the year of our Lord, one thousand eight hundred and thirty, this order was made in said cause, to wit: Comes the complainant, by his counsel, and at his instance this cause is continued. And afterwards, to wit: on the eighteenth day of November, being a day of a term of the Circuit Court, begun and held for the County of Madison, at the Court House, in the Town of Huntsville, on the first Monday, after the fourth Monday in October, in the year of our Lord, one thousand eight hundred and thirty, this order was made in said cause to wit: Come the parties by their counsel, and by their consent, It is *ord.* that this cause be continued. And afterwards, to wit: on the fourteenth day of May, being a day of a term of the Circuit Court, begun and held for the County of Madison, at the Court House, in the Town of Huntsville, on the first Monday, after the fourth Monday in April, in the year of our Lord, one thousand eight hundred and thirty-one, this order was made in said cause, to wit: Comes the parties by the counsel and by their consent. It is ordered that this cause be continued. And afterwards, to wit: on the eighteenth day of November, being a day of a term of the Circuit Court, begun and held for the County of Madison, at the Court House, in the Town of Huntsville, on the first Monday, after the fourth Monday in October, in the year of our Lore, one thousand eight hundred and thirty-one, this order was made in said cause, to wit:

Comes the complainant by his counsel, and makes known to the Court that the defendant, James Webb, has departed this life since the last term of this Court. It is therefore on motion ordered, that the same be entered of record, and that this cause be continued. (And now afterwards, to wit: on the nineteenth day of May, being a day of a term of the Circuit Court, begun and held for the County of Madison, at the Court House, in the town of Huntsville, on the first Monday after the fourth Monday in April, in the year of our Lord one thousand eight hundred and thirty-two, this order was made in said cause, to wit): On the motion of the complainant a scire facias is awarded, to revive this suit against the representatives of James Webb, whose name will be brought to the Clerk in vacation. (And now afterwards, to wit: on the sixteenth day of November, being a day of a term of the Circuit Court, begun and held for the County of Madison, at the Court House in the town of Huntsville, on the first Monday after the fourth Monday in October, in the year of our Lord one thousand eight hundred and thirty-two, this order was made in said cause, to wit: Ordered by the Court that

this cause be continued for the want of time. (And afterwards, to wit: on the twentieth day of April, being a day of a term of the Circuit Court, begun and held for the County of Madison, at the Court House in the town of Huntsville, on the third Monday after the fourth Monday in March, in the year of our Lord one thousand eight hundred thirty-three, this order was made in the said cause, to wit): By consent, ordered that this cause be continued. (And afterwards, to wit: on the sixth day of November, being a day of a term of the Circuit Court, begun and held for the County of Madison, at the Court House in the town of Huntsville, on the third Monday after the fourth Monday in September, in the year of our Lord one thousand eight hundred and thirty-three, this order was made in said cause, to wit): On motion it is ordered by the Court, that all depositions on file in this cause be opened. (And now afterwards, to wit, on the seventh day of November, being a further day of the same term of said Court, begun and held as last aforesaid.) This cause coming on to be heard finall yon the bill, answer of defendant Lewis' testimony, and proofs, and the interlocutory decrees above made herein, and it appearing to the Court that the negro woman of the complainant was sold by Joshua Cox, for him, in the year eighteen hundred and twenty-five, for six hundred dollars, as alleged in the bill; that she was sold by Cox with negroes of his own, he taking from the purchaser notes on James A. Girault, which he deposited with def't Armour, notifying him of complainant's right to six hundred dollars thereof; that said Armour exchanged those notes for notes on said John & James Webb for about twenty-six hundred dollars, and for other notes; that the said notes on sd. Webb were afterwards delivered to the comp'ts., to enable him to collect his said debt; that he delivered them to the def't Terrell, on his promise, as the agent of said Armour, to pay out of the money he should collect upon these, the complainant's, said six hundred dollars; that said Terrell delivered them to the def't. Lewis, on his promise to *to* pay the same out of the *collection;* that he, the said Lewis, received the amount due from said John & James Webb, and has refused to pay the said six hundred dollars to the complainant out of the same; and the matters in evidence of the complainant's claim as the same are set forth in the *answer* of said Lewis, being unsurported by any proof. It is therefore now ordered, adjudged and decreed by the Court, that the defendant, Lewis, pay to the complainant out of the funds aforesaid in his hands, or otherwise, if not returned by him in obedience to the injunction in this behalf, the sum of six hundred dollars, with interest, at eight per cent. per annum, from the first day of January, eighteen hundred and twenty-six, until payment, and the costs of this cause, and upon his having so paid the sum, he shall be credited for the amount thereof as against the parties to this suit, the said Cox, the principal or principals of said Lewis, and all others who shall have been previous to this suit having notice thereof.

(*The deposition of Joshua Cox.*)

1*st. The Commission.*

THE STATE OF ALABAMA.

To John J. Coleman, Justice of the peace, of the County of Madison, in the State of Alabama, greeting: Know ye, That we, in confidence of your prudence, circumspection and fidelity, do hereby commission, authorize and require you to call, and cause to come before you, at such times and places as you may appoint, Joshua Cox and Lorenzo Baldwin, witness on behalf of the compl't., and them, after being first duly qualified on oath, examined on the interrogations exhibited by said complainant hereto annexed, and such examination, so taken from under your hands and sealed, send certified to the Clerk of our Circuit Court of Madison County, now setting, to be read in evidence on the trial of the suit pending in said Court, wherein Henry Cook is plaintiff, and J. H. Lewis and others are defendants. Witness, Lemuel Mead, Clerk of said Circuit Court of Madison County, at office, this 2d day of May, in the year of our Lord 1832, and in the fifty-6 year of American Independence. L. Mead, Alabama. Circuit Court of Madison County. Henry Cook, *vs.* John H. Lewis and others. Complainant on this day will file these Interrogations in the office of this Court, to remain ten days, when he will obtain a commission to take examination.

Interrogatories to Joshua Cox.

1. State if known to you all the circumstances in relation to the sale by you in 1824 of a negro woman of complainant; to whom sold? How was the price secured? What was done with the note or notes taken for the price of that negro, and those of your own sold at the same time? What was done with the notes on the defendants John and James Webb, for which the above notes were exchanged, if such was the fact, and in a word the history of the notes on the Webb's up to this day? 2. If the defendants Armour, Terrell, John and James Webb, and John H. Lewis, were at any time concerned in the reception, exchange and collection of those notes? State whether or not they respectively were notified of the existance of complainant right to receive out of the notes or collection about $600, the price for which his said slave had been sold by you. Who now has the fund out of which the same is payable, if payable? 3. Was there before, or at the institution of this suit any agreement or understanding express or tacit by which this suit should be instituted and prosecuted for your benefit? Has there since been or is there now such agreement or understanding? Have you paid or caused to be paid to the complainant, the price of said negro, or any of it other than by declaring and preserving, as far as you could the interest of complainant in the note or notes taken and in these substituted? If yea, when, how, how much paid? 4. If there be any-

thing material to either party, to which you have not been questioned above, will you state the same particularly? (After the interrogatories to Baldwin assigned) April 11th, 1832. A. Hutchison, for complt. Notice this day, 10th April, 1832, J. H. Lewis. Filed this 11th April, 1832. Test, L. Mead, Clerk, C. C.

THE STATE OF ALABAMA,
Madison County, ss.

In pursuance of the commission hereto annexed, issued from the Honorable Circuit Court of the County and State aforesaid. I John J. Coleman, a Justice of the Peace, in an for said County and State, duly elected, commissioned and sworn, have this 2d day of May, 1832, at the Court House, in Huntsville, in said county, caused to come before me, Joshua Cox, one of the witnesses named in said commission; who is to me personally known, and is a witness of lawful age and him having first duly sworn and charged the truth to speak, have propounded to him the interrogatories filed in a certain cause on the Chancery side of said Court. Wherein Henry Cook is complainant, John H. Lewis and others are defendants, (which said interrogatories are hereto attached,) his answers to said interrogatories as follows: (To wit,) Joshua Cox being duly sworn, answers and says: *Answer to* interrogatory 1*st*. By complainant's counsel. There was a negro woman sent by Capt. Cook, as understood to be sold by a young man by the name of Baldwin or, Horton, I do not recollect which. After I got into the Lower County, I had sent some negroes up to Natches from New Orleans, by A. P. Horton. I went up a few days afterwards to Natches, and in selling my own negroes, Horton told me that the negro woman mentioned in said complainant's bill, belonged to Henry Cook, and he rquested that I should sell her for Cook. I sold said woman with some of my own negroes, to a Mr. Wilkins, of Natches, for notes on James H. Gerault. Mr. Wilkins, stated at the time of the trade for said negroes, that the notes were deposited with his parties at New Orleans, Mr. Linton, and gave me an order to Linton for the notes; which notes I afterwards received from said Linton. The amount of said notes I do not recollect, but believe to be about three thousand dollars. Cook's girl was included in the sale to Wilkins, at six hundred dollars. I left the notes received from Linton with Mr. James Armour, and at the time I left them, I informed him that $600 of the notes belonged to Mr. Cook, and that Mr. Gerault would give him another note or other notes on the Webbs, of Limestone County, (father and son, whose first names are not recollected, but I believe to be John and James.) Armour was to make the exchange of notes with Gerault, as he would come up to this County. Which I think was in the year 1825. I went on from New Orleans to New York, and on my return to Huntsville, Mr. Armour told me that he had left Webbs notes (having made the exchange contemplated,) or note in the hands of one Keys, a merchant, then of Moorsville, and that he would direct said Keys, either to give me said note or notes, or he would give such di-

rections to his agent, Henry M. Terrell, that he would pay over to said Cook his six hundred dollars; and that then they would settle with me for my own account. I understood from said Armour, that in exchanging said notes, the note or notes of Webb, were short in amount from those of Gerault, the deficiency was made up by another note on whom I do not now recollect, for about four or five hundred dollars. Gerault had sold to said Webb, lands in Limestone County, which was the consideration for said notes, as I understood from all the parties. Said Webbs objected to pay said notes on account of the land having been granted to John Gerault, sen. deceased or his legal representatives and in consequence of the title to said land being not in said James A. Gerault, who was only one of the representatives of his father, but in all of them. I then wrote to James A. Gerault myself, and requested him to procure a deed of release from all the heirs of said John Gerault, who had attained full age with guarantee that those under age, should never claim any right to said land, which he did procure in favor of said Webbs, and sent to me. I deposited said deed in the hands of Capt. Henry Cook, which deed with my state, went showing that said Cook was entitled to $600, was given up by said Cook, to Henry M. Terrell and said Keys. This was done on the promise of said Terrell, to pay over to Cook his six hundred dollars if collected, or to return him his papers and said notes; or to place it in said Cook's power to collect said amount of six hundred dollars. I understood from Terrell and John H. Lewis, that said Terrell had left said notes with Lewis, with some other accounts of Mr. Armour's against other persons not concerned in this transaction, and Lewis was to pay to Capt. Cook what belonged to him, as soon as he got the money. I have since understood from said Lewis, that he has collected the money, but he refused to give it up under pretext that the money belongs to me, or said Armour, I am not positive which.

Answer to interrogatory 2d, by same: I do not know whether or not the Webbs were notified; the residue of said interrogatory is fully answered above. In addition, I will state, that before said Lewis got possession of said notes, he and Terrell and myself had a conversation in Lewis' office, in which it was stated that $600 of the notes belonged to said Cook. In this conversation, Lewis advised the course which was afterwards taken, as that, in that event, each party could get his own money. I mean in regard to the deposit of the deed of release with said Cook. Answer to interrogatory 3d., by same: There was not a dollar of the fund belongs, nor did belong to me, either directly or indirectly, neither then nor since, nor was there, nor is there any such understanding or agreement. I have not paid said amount, or any part of it, to said *Cook*; and my efforts to preserve his interest in said note, or notes, are fully detailed in my first answer. I do not, nor did not, consider myself liable to said Cook for said amount. It is true, I have owed and have paid said Cook other money, but this had no connection whatever with this transaction. Answer to interrogatory 4th, by same: I do not further

than above stated. And further, this deponent not being investigated, saith not.

JOSHUA COX.

Sworn to, and subscribed before me, May 2d, 1832.

[SEAL.] JOHN J. COLEMAN, *J. P.*

THE STATE OF ALABAMA,

Madison County, ss.

I, John J. Coleman, a Justice of the Peace, in, and for said County duly elected, commissioned and sworn, do hereby certify, that the written and foregoing deposition of Joshua Cox was taken by, and before me, at the time and in the place mentioned in the caption thereto; that the interrogations hereto annexed, were severally propounded to said witness, and his said answers by me carefully reduced to writing. I do also certify, that I afterwards read over said answers truly to said witness, and caused him in my presence to subscribe to the same. I do, moreover, certify that I am not now, nor have I ever been, the solicitor of the said complainant, or of the said defendants, or either of them, in the present suit; and that I am of kin to neither party, nor have I any the smallest interest in the transaction of said suit.

Given under my hand and seal, at my office, in Huntsville, in said County, this, the 2d day of May, in the year of our Lord 1832.

[SEAL.] JOHN J. COLEMAN, *J. P.*

THE STATE OF ALABAMA,

Madison County, ss.

I, John B. Eldridge, Clerk of the Circuit Court of the County of Madison, in the State of Alabama, do certify that the foregoing 19 pages contain a full, true, perfect and complete transcript of the record (together with the deposition of Joshua Cox) and proceedings had in my office on the chancery side of the docket of the cause therein. Wherein Henry Cook is complainant, and John H. Lewis and others are defendants in chancery.

Certified to, at my office, in Huntsville, this 21st day of May, in the year of our Lord 1850.

JOHN B. ELDRIDGE, *Clerk C. C.*"

(Endorsed.) "Compl'ts. Testimony."

(*Deposition of John Webb. Int. by Compl'ts. to John Webb.*)

The Deposition of John Webb, in behalf of Compl'ts.

"In the District Court of the United States, for the Northern District of the State of Alabama.

J. D. WOLFE and M. D. L. RONALDS, Ex's. of T. A. RONALDS. *vs.* BARTLEY COX.

Complainants will propound the following interrogatories to John Webb. Robertson Webb, of the County of Limestone, whose answers to which will be read as evidence on the hearing of this cause.

1st. Did you, or not, at one time owe a man by the name of Gerault?

2d. If so, how did you pay him?

3d. Did you, or not, get notes or a note from some other person on him to an amount equal to what you owed him?

4th. If so, from whom did you get this note, or these notes?

5th. Did you, or not, pay money for the notes so got by you?

6. If not, did you or not give your note to the person?

7. What was the amount of the note you gave for those on Gerault?

8. To whom did you pay your note?

9. When did you pay it, and what amount did you pay?

10th. Did you, or not, take any receipt for the money so paid by you? If so, make said receipt a part of your deposition.

11th. Did you, or not, ever pay any money to John H. Lewis? If so, how much, when, and on what account?

Robertson Webb will answer.

1st. Did you, or not, ever see John Webb or James Webb pay John H. Lewis any money?

2d. If so, in what year, how much, and on what account?

Both of them will answer.

Do you know, or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this, your examination, or the matters in question in this cause? If you set forth the same fully and at large in your answer.

THOMAS & ROBINSON,

Counsel for Compl'ts.

(*Cross-Int. to Jno. Webb by J. H. Lewis.*)

Cross examination of Jno. Webb.

If you say you paid John H. Lewis, any money or a note, please say when paid, how much, and on what account was it paid, and was it not on Jas. A. Gerault's account.

2nd. Did not Henry Cook, notify you that the claim was his, if not to pay it to Lewis or what *or what* connexion had Cook with it.

3d. If you paid anything to Lewis in a note, to whom was the note payable, was it *not* to Gerault.

4. If you speak of any paper, produce it, and do not speak from memory.

5. What your age, and state of health.

CABANISS & SHEPPARD.
Sols. for Lewis.

THE STATE OF ALABAMA,
Madison County, ss.

District Court of the United States, for the Northern District of Alabama, at Huntsville, in the State of Alabama.

THOMAS A. RONALDS Ex'rs.
vs.
BARTLEY COX.

The deposition of John Webb, of Limestone County, in the State of Alabama. Taken by the undersigned master in chancery, for said Court, on the part of the compts. in the above entitled cause, upon the annexed interrogatives, and cross-interrogatories hereto. The said John Webb, being by me, first duly sworn, deposeth as follows:

(*Answers of John Webb to Interrogatories.*)

To 1st. Interrogatory. He says he did.

2. Interrogatory. He says he owed Gerault, about eleven thousand, for the section of land on which he now resides, this was near 30 years ago, (can't remember) deponent paid down for said land, five thousand dollars, the rest was all paid to Gerault, except a balance of about between three and five hundred dollars, which he paid to John H. Lewis; this payment to said Lewis, was about twenty years ago. The precise time deponent cannot state, he is very old, and his recollection is not as good as it use to be, but he thinks it was about twenty years ago.

To the 3d. He does not recollect that he did.
To the 4th. This is answered as by the last.
To the 5. He recollects nothing on this subject.
To the 6th. He recollects nothing on this point.
To the 7th. He answers this as the last.
To the 8th. He paid his last note to Lewis as before stated.
To the 9th. This is before answered.
To the 10th. He does not know whether or not he took a receipt, and if he has one, he does not know it.
To the 11th. This is answered as above, and to the cost he says he knows nothing further.

(*Answers of Mr. Webb to Cross-Int.*)

To the 1st. Cross-interrogatory. He says this is answered as before.
To the 2nd. Cross-interrogatory. He says he knows nothing in answer to this.
To the 3rd. Cross-interrogatory. He says the amount paid ts Lewis was the last money owed by me to Geranlt for the land, and was paid by deponent to J. H. Lewis as above stated. Deponent thinks the said note was payable to Gerault, and further this deponent saith not.

his
JOHN × WEBB.
mark

Sworn to, and subscribed, before me this 10th, Augt., 1849.

ELIJAH HANSBOROUGH,
Master in Chancery."

(Endorsed,) Complts. Testimony.)

(*Deposition of R. S. Jones.*)

(The depositions of R. S. Jones, for complainant.)

IN THE DISTRICT COURT OF THE UNITED STATES,
For the Northern District of the State of Alabama.

J. D. WOLFE, and M. D. L. RONALDS,
Ex's of RONALDS,
vs.
BARTLEY COX.

Int. by Complts. to R. S. Jones

Complainants will propound the following Interrogatories, to Richard S. Jones, a witness residing in the County Monroe, in the State of Mississippi, whose answers to which will be read on the hearing of this cause as evidence.

1st. Did you, or not, at one time reside in the County of Franklin, and State of Alabama?

2nd. Whilst you so resided there, did you or not, know certain property called the Russell Valley Iron Works, and the land attached thereto?

3rd. If so, in what year did you first know them?

4th. Did you or not, know them when in the possession of Whiting & McLaughlin?

5. If so, how many years did they keep the possession of said Works and lands?

6. What was the annual value of the Works, and the lands, during the time they had them in their possession?

7th. Who took possession, and worked them after Whiting & McLaughlin left them, and did, or not a man, by the name of R. M. Napier, have possession of them after they left them?

8. Do you, or not, know the term, and conditions, upon which said Napier got them?

9th. If so, please to state these terms and conditions, as fully and minutely, as you can now remember them?

10th. With whom did said Napier, make said contract?

11th. For how many years did said Napier by the terms of said contracts rent them?

12. What was he to pay for them each of said years, and how was it to be paid?

13. In what year was said contract made, and what year did Napier get possession?

14. Was or not said contract or agreement rendered to Whiting. And if so, were you or not a subscribing witness to it?

15. If you have not done so above, please to state now fully the whole contents of said writing?

16. Do you know where said writing now is?

17. Is said Napier now living or dead?

18. If he is dead, when did he die, and in what State?

19. Do you or not know that John H. Lewis ever received any rents from said Whiting & McLaughlin, either in money or otherwise?

20. If so, state when he received it, how and in what way, money or property. If property, what sort of property?

21. Did you or not ever hear said Lewis say anything about receiving rents from them?

22. If so, state all he said about it?

23. Did you or not ever hear said Lewis say anything about having received castings from Whiting & McLaughlin. If so, tell how much he said he had received?

24. Do you or not know whether or not said Napier ever paid said Lewis any part of said notes. If so, tell all you may know about?

25. Did you or not ever hear Lewis say anything about receiving rents from Napier. If so, tell how much he said he had received and when he received them?

26. Do you or not know whether or not Lewis ever managed or controlled the sale of any castings. If so, tell all you know about it?

27. How much cleared land was there on the tract attached to said Works?

28. What would such land have rented for the purpose of cultivation?

29. State anything else about said Works and their management, you may know which would benefit complainants.

ROBINSON, *Counsel for Complts.*

UNITED STATES OF AMERICA:

State of Mississippi.

Be it remembered, that on this day of A. D., one thousand eight hundred and forty-nine, before me, Francis M. Rogers, Judge of the 6th Judicial District of said State, not being of counsel or attorney to either of the parties, in a certain civil cause, depending in the District of the United States of America, for the Northern District of Alabama, at Huntsville, in the name of J. D. *Wolff*, and M. D. Ronalds, exr. and extrix. of Thomas A. Ronalds, are plaintiffs, and Bartley Cox is the defendant, nor interested in the event of said cause, personally appeared Richard S. Jones, living in the Town of Aberdeen, in the County of Monroe, and State first aforesaid, a witness of sound mind and lawful age, for the said complainants, who, being by me, first carefully examined and cautioned, and sworn to testify the whole truth, did depose and say:

(*Answers of R. S. Jones to Interrogatories.*)

To Interrogatory 1st. Witness answer I did.

Answer to 2nd Interrogatory. Yes.

Answer to 3rd. In the year 1823.

" 4. I did.

" 5. I think that Whiting & McLaughlin kept possession about two years.

Answer to 6 Int. I suppose their annual value to be about two thousand dollars.

Ans. to 7 Int. E. W. Napier succeeded Whiting & McLaughlin in the possesser of said land and works.

Ans. to 8 Int. I believe I do.

Ans. to 9 Int. Napier was to give J. H. Lewis two thousand dollars per year, payable in castings.

Ans. to 10 Int. My recollection is, that said contract was made in my room with John H. Lewis.

Ans. to 11 Int. I think for five years.

Ans. to 12 Int. I have answered that in my answer to the 9th Interrogatory.

Ans. to 13 Int. It has been so long ago, and I having no date to guide me, I will not be positive, but believe it was in 1827 or 1828.

Ans. to 14. Int. The contract was reduced to writing; I do not remember whether I was a subscribing witness or not.

Ans. to 15 Int. I have stated all I know.

Ans. to 16 Int. I do not.

Ans. to 17 Int. I do not know whether he is living or dead.

Ans. to 18 Int. I answer as before, I did not know.

Ans. to 19 Int. I do not know.

Ans. to 20 Int. I answer as before, I do not know of his receiving anything.

Ans. to 21 Int. I did not.

Ans. to 22 Int. I did not hear him say anything about it.

Ans. to 23 Int. I never heard him say anything about receiving anything.

Ans. to 24 Int. I never heard Lewis say that he received any rent for Napier, nor do I know that Napier ever paid him any rent, of my own personal knowledge.

Ans. to 25 Int. I never heard Lewis say he received anything from Napier.

Ans. to 26 Int. I do not.

Ans. to 27 Int. About one hundred and fifty acres.

Ans. to 28 Int. About two dollars and fifty cents per acre.

Ans. to 29 Int. I know nothing else that would benefit either party, except that Napier while he had possession of the Works, was solvent, and that they were profitable to him.

RICHARD S. JONES.

And I, the said Francis M. Rogers, Judge, &c., as aforesaid, do hereby certify, that the reason for taking the foregoing deposition, is that the said witness Richard S. Jones, lives at a greater distance than one hundred miles from the town of Huntsville, the place of the trial of the said cause, and that no notification of the time and place of the taking of said deposition, from me to the said adverse party, to be present at the taking of the same, and to put interrogations if he think fit, was made out and served on said adverse party or his Attorney, because neither said adverse party, nor his Attorney, was at the time of taking said deposition, within one hundred miles of this place, where the said deposition is taken. And I further certify that the said deposition was by me reduced to writing, and by said witness subscribed in my presence. I have retained the said deposition in my possession, for the purpose of sealing up, directing and forwarding it to the Court, for which it was taken.

In testimony whereof, I have hereto set my hand and seal, this 6th day of August, eighteen hundred and forty-nine.

[SEAL.] FRANCIS M. ROGERS,

Judge, &c."

(Endorsed.) "Compl'ts. Testimony."

(*Deposition of John Hogan.*)

(*The deposition of John Hogan, for complainants.*)

J. D. WOLFE & M. D. L. RONALDS, Exr's. of RONALDS. *vs.* BARTLEY COX. } "In the District Court of the United States, for the Northern District, for the State of Alabama."

Complainants will propound the following interrogatories to John Hogan, a witness living in the County of Franklin, in said State, when answers to which will be read as evidence, on the hearing of this cause.

(*Int. by Compl't. to John Hogan.*)

1st. Do you know the parties of this suit?

2nd. Were you or not one of the Administrators of Mason Ronalds, deceased, late of your county?

3rd. Was or not a claim against said estate in favor of Thomas A. Ronalds presented to you, as *which* administrator?

4th. If so, by whom was it presented, and in what character did he present, as owner or agent?

5th. Did you or not ever pay said claim; if so, to whom did you pay it, and how much in all did you, as such administrator, pay on said claim?

6. Did you or not take a receipt, usual receipts for such payments; if so, please annex them hereto, as parts of your answer?

7. Do you or not know the Russell Valley Iron Works, and the lands attached; if so, in what year did you first know them?

9. Did you know them when in the possession of Whiting & McLaughlin; if so, how many years did they keep them?

10. What was the annual value of the rents thereof, whilst they kept them?

11. Did you or not know them when in the possession of E. W. Napier?

12. If so, how many years did he keep them, and what was the annual value of the rents thereof, whilst he kept them?

13. Is there or not any cleared land fit for cultivation, or said land attached to said Works?

14th. If so, how many acres are cleared, and what would be the fair annual value of the rent of said land, since said Works have gone into disuse?

15. Do you or not know whether John H. Lewis ever got any castings from said Works whilst they were in operation?

16. If so, how much did he get, and when did he get it? In answer to this, tell all you know or ever heard said Lewis about it, if you ever heard him say anything about it?

17. Did or not said Lewis at one time have castings in Tuscumbia for sale?

18. If so, state in what year or years, how much he had who sold for him, and at what price did they sell?

19. State everything else you may know about said Iron Works, and their management, which would be of any benefit to C.

J. H. THOMAS,

Counsel for Complts.

(*Cross-Int. by J. H. Lewis.*)

Cross-Interrogatories by J. H. Lewis.

Int. by John H. Lewis. Will you state if the following described notes are not the same paid on to John H. Lewis, by you as administrator of Mason Ronalds, dec'd, in discharge of his, Mason Ronalds, debt, to Thomas A. Ronalds' for 4,850$, and was not Lewis the agent of said Th. A. Ronalds, who collected them, to wit:

Wm. Winston's note,	date	20 Feb'y., 1827, at 6 ms., for	990 00
Thos. C. Tart's note,	"	20 Feb'y., 1827, at 6 ms.,	749 00
Saml. Neely's note,	"	27 Dec'r., 1826, at 9 ms.,	81 89
Moses Hall's note,	"	20 Feb'y., 1829, at 6 ms.,	423 00
Th. J. Winston note,	"	29 Dec'r., 1826, at 6 ms.,	102 25
Jno. J. Winston's note,	"	20 Feb'y., 1827, at 6 ms.,	505 00
Jostah. Rheddick note,	"	27 Dec., 1826, at 9 ms.,	119 30

Irvin Moreton's note, date 20 Feb'y., 1827, at 6 ms., 400 00

T. H. Hereford " " 29 Dec'r., 1826, at 9 mos., 193 03

Th. & Gr. Cockburn's note, date 12 Sep., 1826, *du* 28 Sep., 1827, 1644 52

Int. 2. Will you state whether the connection of J. H. Lewis with the Iron Works was not as *agents* of Whiting & McLaughlin, and if ever sd. Ronalds had anything to do with renting, occupying and repairing?

J. H. LEWIS."

UNITED STATES OF AMERICA,
Northern District of Alabama.

I, Benjamin T. Moore, Clerk of the District Court of the United States of America for the Northern District of Alabama, at Huntsville, do hereby certify that the foregoing pages contain a full, true and complete transcript of the interrogatories filed in my office by the complainants in the cause in said Court pending, in the name of John D. *Wolf*, Ex'r., &c. and Maria D. L. Ronalds, Ex'x, &c. of the last Will and Testament of Thomas A. Ronalds, deceased, complainants against Bartley Cox, defendant, and of the Cross-Interrogatories filed in said cause by John H. Lewis, to be propounded to John Hogan, a witness in said cause.

In testimony whereof, I hereto subscribe my name and affix the seal of said District Court, at office in the town of Huntsville, this the fifth day of July, A. D., one thousand eight hundred and forty-nine, *ad* of the Independence of the United States of America the seventy-fourth.

[L. S.]

B. T. MOORE, *Clerk.*

(*Com. to take Deposition of John Hogan.*)

THE UNITED STATES OF AMERICA,
Northern District of Alabama.

To the Hon. Sidney C. Posey, Judge of the 4th Judicial Circuit in the State of Alabama, and to William B. Wood, Judge of the County Courts of Lauderdale County in said State, or to either of

them, of the town of Florence, in the County and State aforesaid, Greeting:

Know ye, That we, in confidence of your prudence, circumspection and fidelity, do hereby commission, authorize and require you, or either of you, to call and cause to come before you, or either of you, at such time and place as you, or either of you, may appoint, John Hogan, a witness on behalf of the complainants, in a certain cause now pending and for trial in the District Court of the United States of America, for the Northern District of Alabama, in which said cause John D. *Wolf*, Ex'r. and Maria D. L. Ronalds, Ex'x. &c., of Thomas A. Ronalds, deceased, are plaintiffs, and Bartley Cox is defendant, and him, after being first duly qualified on oath, examine on the interrogatories exhibited by said complainants, and the cross-interrogatories of John H. Lewis hereto annexed, and such examination so taken from under your hands and seals, or under the *the* hand and seal of either of you, send certified to the District Court of the United States, for the Northern District of Alabama, at Huntsville aforesaid, at the term of said Court, to be held at the Court House, in the town of Huntsville, on the fourth Monday in November next, to be read in evidence in the trial of said cause.

Witness Benjamin T. Moore, Clerk of the District Court aforesaid, at office in the town of Huntsville, in said District, this fifth day of July, in year of our Lord eighteen hundred forty-nine, and in the seventy-fourth year of Independence of the United States of America.

[SEAL.] Test, B. T. MOORE,

Clerk D. C.

Issued fifth day of July, 1849.

Test, B. T. MOORE,

Clerk D. C.

Pursuant to the annexed commission, to me directed, I have called and caused to come before me William B. Wood, Judge of the County Court of Lauderdale County, in the State of Alabama, at my office in the town of Florence, State and County aforesaid, on the twentieth day of August, 1849, John Hogan, the witness specified in said commission, of lawful age, and otherwise qualified to depose, and, having duly cautioned and sworn him to speak the truth, the whole truth, and nothing but the truth, touching the matters in controversy between J. D. *Wolf* and M. *L. D.* Ronalds, Ext'rs. of Ronalds *vs.* Bartley Cox, he, in answer to the said chief and cross-interrogatories, hath deposed and certified as follows, to wit:

2426

John Hogan being examined, deposeth and says as follows, to wit:

(*Answers of John Hogan to Int.*)

Answer to 1st Interrogatory of complainants.—I am not acquainted with J. D. Wolfe, or M. D. L. Ronalds. I do know Bartley Cox.

Answer to 2nd Interrogatory.—I was one of the administrators of Mason Ronalds, deceased, late of Franklin county.

Answer to 3rd Int.—A claim of Thomas A. Ronalds was presented to me as such administrator.

Answer to 4th Int.—It was presented by John H. Lewis. He presented, I presume, as agent or attorney, for in the receipt which he gave me and Arthur S. Hogan for the liquidation of the claim, he signed his name as attorney for Thomas A. Ronalds and John D. Wolfe.

Answer to 5th Int.—I paid said claim to John H. Lewis on the 10th Sept., 1827. I paid five thousand three hundred and twenty-two dollars and twenty-five cents.

Answer to 6th Int.—I did take a receipt from John H. Lewis, and now annexed a copy, as follows, to wit.: Franklin County, Sept. 10th, 1827. Rec'd of Arthur S. Hogan and John Hogan, in promissory notes, five thousand three hundred and twenty-two dollars $\frac{25}{100}$, in full of the within bond. John H. Lewis, attorney for Thomas A. Ronalds and John D. Wolfe. This receipt is written upon the bond of Mason Ronalds and Thomas A. Ronalds, dated the 31st day of May, 1826, and I now have it in my possession. I also hold the letters from John H. Lewis, dated the 21st day of Feb., 1829, acknowledging that he had received from Thos. A. Ronalds three notes, amounting in all to the sum of $\$381\ \frac{62}{100}$, which had been paid by Arthur S. Hogan and myself to Thos. A. Ronalds, as part of the estate of his brother, Mason Ronalds.

Answer to Ints. 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th.—With regard to the matters asked of in these Inte's., I know nothing.

Cross Interrogatories.

(*Answer of John Hogan to Cross Int.*)

Int. 1st, cross by John H. Lewis.—The list of notes set forth in this Interrogatory is correct, as being the payment of the bond of said Thos. A. Ronalds against his brother Mason Ronalds, which I made to John H. Lewis, attorney, with the exception of two notes, as follows;

Abner Hill's note, dated 27 Dec., 1826, at 9 m's, for $57 25
Winters W. Payne's " " " 9 m's, " 81 85

I paid said notes to Lewis in discharge of the bond previously mentioned; and in the way and manner I have previously stated.

Answer to 2nd Cross.—I do not know whether Lewis was the agent of Whiting & McLaughlin or not; he seemed to manage the iron works himself. I do not think that Thomas A. Ronalds had anything to do with them.

And further this deponent sayeth not, and hereunto subscribes his name.

JOHN HOGAN.

I do certify that the foregoing deposition was taken by me at the time and place mentioned in the caption. That the same was reduced to writing by me in the words of the witness as near as may be, in his presence, and by him signed in my presence, and that the same was not out of my possession until sealed. In witness whereof I have thereunto set my hand and seal on this the 21st day of August, 1849.

WILLIAM B. WOOD,
Judge of the Circuit Court of Lauderdale County.

(Endorsed) " Complts.' Testimony.

(The Examination of John H. Lewis.)

(*Lewis's Testimony.*)

JOHN D. WOLFE, Ex'r, and MARIA D. L. RONALDS, Ext'x of THOMAS A. RONALDS, dec'd,

vs.

BARTLEY COX.

In the District Court of the United States for the Northern District of the State of Alabama, at Huntsville.

The examination of John H. Lewis, taken before, and at the instance of, the undersigned, on this 20th day of Oct. 1850, to be read and taken as proof before the master, under an order of said Court, upon reference to take and state and account between complainants and this deponent.

Said Lewis being first duly sworn, deposes—That at or about the 23rd May, 1826, he, this deponent, took three notes in further liquidation of the claim of Ronalds by Cox, drawn by D. Whiting and William H. McLaughlin, bearing date about 23rd May, 1826, all for $2,843 75 each, payable at 2, 3 and 4 years after date. Said notes were executed by said Whiting & McLaughlin to Joshua Cox, and by him endorsed, being the proceeds of the sale by the said Joshua to said Whiting & McLaughlin of ⅔ *thirds* of the Russel Valley Iron Works, and, at the same time, he, the said Lewis, took a conveyance from the said Joshua for the remaining ⅓ of said Iron works, in further liquidation of the said debt of said Ronalds by the said Joshua; this remaining third, as deponent now recollects, was estimated at about $4,000. That at the date of the sale of the ⅓rd of said Iron works by Cox to Whiting & McLaughlin, it was agreed between them that said Cox should become the partner

of said Whiting & McLaughlin in carrying on said Iron works; and afterwards, upon the transfer of said notes of Whiting & McLaughlin, and of the ½ of said Iron works to said Ronalds, then it was that said Ronalds agreed to take the place of the said Joshua Cox, as the partner of said Whiting & McLaughlin in said Iron works. Ronalds then being in embarrassed circumstances was unable to make such advances as he had agreed to make to carry on said Iron works, and assented to a proposition that he, Lewis, should advance to Whiting & McLaughlin money to aid in carrying on said works. That he, said Lewis, did advance in money eighteen or 19 hundred dollars in cash, and $3,500 in paper, on said Joshua. Afterwards, about the year 1828, Whiting & McLaughlin failed, and said Iron works were rented out to Dr. E. W. Napier, and his covenant for rents was transferred to this deponent by the assent of Ronalds and all the parties in interest, and afterwards, at the instance of Ronalds, said Lewis went to Nashville, and bought out McLaughlin's interest in said works, and for which he gave said McLaughlin for his proportion a credit for all McLaughlin's liabilities on the three notes of $2,883 75, and the same of $500 in his, Lewis's, note, at thirty days, which he afterwards paid. This made said Ronalds the owner of ⅜rd of said works, and the remaining ⅛rd transferred by said Whiting to deponent, on acc. of his liability to said Lewis for said advances aforesaid; and at this time ⅛rd of said works belongs to deponent under Whiting's transfer, and the remaining ⅜rds to the heirs or devisees of said Ronalds, the whole, however, only subject to Lewis' lean for advances.

The title of the whole is now in deponent, the patents however have been delivered to James S. Thomas, as the agent of complts.

Deponent states further that about the same date, he took in further liquidation of said Ronald's claims against said Joshua Cox, four notes on A. P. Horton which had been executed by said Horton to said Cox, on ac. of a sale by said Cox to said Horton of some land and tan yard near Brown's Ferry, said notes amounted to about the sum of $3600, on time, and they were secured by mortgage on the same property—afterwards said Ronalds resumed said contract with said Horton, and took the land and tan yard back on the 9th April, 1828, and appointed Bartley Cox as his agent for the same, and further this deponent saith not.

Sworn to and subscribed before me, this 21day of Nov. 1850.

JOHN H. LEWIS.

ELIJAH HANSBROUGH,
Master in Chancery.

(*Int. to Bartley Cox by John H. Lewis.*)

(The deposition of Bartley Cox, a witness in behalf of John H. Lewis.)

"The following interrogatories are propounded to Bartley Cox on behalf of John H. Lewis.

Int. 1st.—Were you acquainted with Joshua Cox in the year 1826?

Int. 2d.—Did said Joshua Cox fail in that year, and to what amount and to what extent was his failure?

Int. 3d.—Was one Thomas A. Ronalds a creditor, and to what amount?

Int. 4th.—Did, or did not sd. Ronalds employ sd. John H. Lewis his agent and attorney, to prevent a liquidation of his claim against said Joshua Cox?

Int. 5.—To what extent did said Lewis liquidate and settle said claim, and was said settlement satisfactory to sd. Ronalds?

Int. 6.—Can you state from your own knowledge the difficulty said Lewis had in attending to said claim and property received in liquidation?

Int. 7—From your knowledge of the skill, labor and expense, and attending to sd. claim and property of all kinds received in liquidation thereof, what would you deem a fair and proper recompence?

Int. 8.—Is, or is not the letter marked (A) in the hand write. of John D. Wolfe, executor of sd. Ronalds?

Int. 9.—Do you know whether one James H. Thomas was the agent of said executor in regard to the above mentioned business, and if so, state how you know it and all you know on the subject?

Int. 10.—Please look at the paper marked (B), purporting to be a balance struck between John H. Lewis on sd. estate, and say to what extent you know of the sums being rendered?

Int. 11.—Do you know or can you set forth any other matter or things which may be a benefit or advantage to the parties at issue in this cause, or such of them as there may be material to the subject of the examination on the matters in question in this cause if you set forth the sum fully and and at large in your answer?"

S. PARSONS,
E. R. WALLACE.

JOHN D. WOLFE, Exr.
M. D. S. RONALDS, Extrix.,
of S. A. RONALDS,

vs.

BARTLEY COX.

District Court of the United States for the Northern District of the State of Alabama.

In this cause interrogations have been propounded to Bartley Cox by John H. Lewis who has had a copy of them sworn on me. My connection with this cause is this: James H. Thomas representing himself as counsel for complainant, requested me to represent him so far as to make a motion in court to have John H. Lewis set aside as their counsel, and to have the money due them from the defendant paid over to them. This motion I made when the court ordered

the money to be collected and brought into court. At the last term I in the same character renewed the motion, when the order of reference was had. I have never been employed by complainants or either of them in this cause. Neither of them has ever written to me. Nor have I ever written to them about this. And so far as I know they still rely solely upon Mr. Thomas. Now if these facts make me counsel, solicitor or attorney for complainants, I file the following cross-interrogations.

(*Cross Int. to B. Cox by Camplts.*)

1st.—If you say that said Ronalds was a creditor of said Cox, then state if it was by bond, bill, note or open account, give the date, the amount and time of maturity of such bond, bill, note or account?

2nd.—Was not said Ronalds in this country in the year 1826? If so at what time did he come here and at what time did he leave?

3.—At what time in the year 1826 did said Ronalds employ said Lewis?

4.—If so you say Lewis settled any of the debts due from Cox to Ronalds, state if such settlement was not reduced to writing?

5.—What amount or portion of the debt due from Cox to Ronalds did Lewis collect in money, and at what time did he collect it?

6.—What portion of said debt did he secure, and how did he secure it?

7.—Was or not all the arrangements by which any portion of it was attempted to be secured reduced to writing?

8.—Or do you know anything about these transactions of your own knowledge?

9.—If you state that any of them came under your own knowledge, state all such and also state such of them as you heard from other persons?

10.—If in your answer to 6th interrogatory you say Lewis had trouble in attending to the business, then I wish you to state precisely and specifically such act, or difficulty, or trouble he had in the management of this property and debt?

11.—Did not Ronalds himself make an arrangement with Joshua Cox, by which he took your note and the notes of Whitney & McLaughlin in part payment of the debt he owed Ronalds?

12.—Was not that arrangement reduced to writing?

13.—What was the consideration of your note to Joshua which was so transferred to Ronalds?

14.—Did you not owe Joshua other sums of money at that time? If so, how much did you owe him, and what was it for?

15.—Do you know the house and lot in Huntsville, sold by Joshua to Ronalds? If so, what was its cash value in money, 1826.

16.—What would be the fair value for rent of it for each year from that time up to the sale of it?

17.—Do you know the Water Works in Huntsville? If so, what was their fair cash value in May, 1826?

18.—What was the value of the annual procee ls thereof?

19.—Was the household furniture which Joshua had in 1826, worth six hundred dollars?

20.—Did not said Ronalds himself in 1826, take from Joshua one-third of the Russell Valley Iron Works in part payment of his debt?

21.—What was the fair cash value of said Iron Works in 1826?

22.—Did that value lessen or increase from that time up to 1832 or 1833?

23.—What was the fair value of the annual rents thereof from 1826 up to 1834?

24.—What has it been from the latter year up to this time?

25.—Did not Lewis for many years receive large quantities of castings from said works in payment of the rent?

26.—Did you not, between years 1826 and 1834, hear Lewis say that said works yielded a rent of two thousand dollars?

27.—If not this sum, then what sum did he say they yielded?

28.—Were not all the payments made by you in your note so transferred rendered to said Lewis?

29.—If any were not made to him, state to whom it was made, and when?

30.—Was not the payment to Thomas made since the decree, you proclaiming the mortgage?

31.—Are you not now solvent, and have you not been so since 1826?

32.—Is not all of the knowledge you have as to the agency of James H. Thomas, derived from the information of others?

33.—Did you ever see John D. Wolfe write?

34.—What became of the ten negroes embraced in Joshua's deed of trust to you, dated on the 8th of May, 1826, or was such a deed ever made to you?

35.—When Joshua left Huntsville did he not leave in the house all of his furniture? If not, what did he do with it?

36.—If you state that John H. Lewis ever rendered service to Ronalds and in doing so met with and overcome great difficulties, I wish you now to state separately each and every act of service so rendered, and in what year each and every one was rendered, what great difficulty he met with in accomplishing it, whether this act was done as a lawyer or agent, and then state what each of these acts was worth. In this answer I wish you to state only what you saw and know yourself and not to state anything you heard from Lewis or any other person.

37.—To whom did Lewis rent the said Iron Works from 1826, and how long did each person to whom he rented it retain it, and what rent did each person pay?

38.—Did not rent said Works to one Napier or Vanleer? If

so, how many years did Napier or Vanleer retain them, and what rent did he pay for them?

39.—Whilst Napier was in possession did you hear Lewis say what rent he was paying? If so, what was it?

40.—Do you, of your own knowledge or from what Lewis told, know what rents any and all the tenants paid? If so, state it?

41.—What is the present value of said Iron Works property?

42.—If that value is less than it was in 1826, state *all* the causes which have brought this about.

43.—How much or what portion of said Iron Works did Joshua sell to Whiting or Whiting & McLaughlin, and for what amount of money?

44.—Speaking from your knowledge, can you say whether Ronalds himself bought of Joshua the house and lot in Huntsville, and the water works, or whether Lewis did it for him?

JAMES ROBINSON.

(*Compl'ts objection to 8th Int., &c.*)

Complainants object to the 8 Interrogatory. They also object to the examination of B. Cox as a witness.

JAMES ROBINSON.

(*Answers of B. Cox, to Int.*)

B. Cox's Deposition at his house, in Limestone County, 20th Jan'y, 1849.

1st Interrogatory.—In answer to which, he says he was.

2nd. Interrogatory.—He answers,

That said Joshua Cox failed in 1826. His failure was very large—the precise amount deponent cannot state, but thinks his effects would not have paid more than 25 cents in the dollar, or perhaps 30 cents in the dollar.

3rd Interrogatory.—He answers,

That said Thomas A. Ronalds was a creditor of said Joshua at the time of said failure, in a sum between fifty-five and sixty thousand dollars.

4th Interrogatory.—He answers,

He did.

5th Interrogatory.—He answers,

He knows that said Lewis did liquidate of said claim in favor of said Ronalds to the amount of thirty-seven or eight thousand dollars, which deponent thinks was the best that could have been done, and that said Ronalds was well satisfied with said transaction. Said Ronalds was in this country, one or two years after said liquidation, and, in the presence of deponent, expressed himself satisfied with the same.

6th Interrogatory.—He answers,

He cannot state the amount of trouble said Lewis had, in making said liquidation; but deponent states, of his own knowledge, that said Lewis encountered much difficulty and trouble in the matter; and but for the unusual diligence on the part of said Lewis, aided by this deponent, said Ronalds would not have received anything; said Ronalds, through other counsel, had failed to secure anything; and said Joshua threatens to dispose of said property in liquidation of other claims. Deponent states that said liquidation, made by said Lewis, was in part made by the property of the Russel Valley Iron Works, and other mortgages, &c., about which was one or more suits which were not determined until 1832.

7th Interrogatory.—He answers,

He thinks said Lewis entitled to a liberal compensation.

8th Interrogatory.—He answers,

He does not know.

10th Interrogatory.—He answers,

He sees said paper marked *B*, and states that the services No. 1, 2, 3, 4, 5, 6, 7, and 8, as marked in the margin of said paper, was performed by said Lewis as the attorney and agent of said Ronalds, and that all the money paid by deponent to said Lewis was on account of said claim against said Joshua in favor of said Ronalds, and that deponent knew said Lewis as said attorney and agent, until all of said services had been performed.

9th Interrogatory.—He answers,

Some two years ago, deponent saw a gentleman by the name of James H. Thomas in Huntsville, Ala., who shewed deponent a letter or power of attorney, purporting to be signed by the proper parties, authorising said Thomas to settle the matters of account between said Lewis and said Ronald's Estate, or to settle any or all unsettled business of the Estate of said Ronalds in this country.

11th Interrogatory.—He answers,

He states that said Lewis and Thomas agreed, in the presence of deponent, that the money then due by deponent to said estate should not be paid by deponent to said Lewis nor to said Thomas, until the matters of difference between said Lewis and said Estate were finally settled and agreed upon; this was in 1845 or 1846; and that when said matters of difference was so settled, said Lewis was to be paid out of that fund, which was about $7 or 8000 at that time; this fund relates to or arose from a decree in the District Court for the Northern District of Ala., in a case of Ronalds &c. *vs.* Bartley Cox, which was a part of the assets of said estate; that he now sees letters marked (e,) (D,) E, F, G, H, I, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, &, and letters marked from one to 25, are all in the handwriting of the said Thomas A. Ronalds, dec'd, as deponent believes, having seen him writing and corresponding with him; and further to the interrogations, this deponent saith not.

(*Answers of B. Cox to Cross-Int.*)

1 Cross-Interrogatory.—In answer to which he says, said Ronalds was the creditor of said Joshua to the amount of 55 or $6000 dollars, principally by acceptances and endorsements; but of the precise amounts of each, or either their dates or maturity, this deponent cannot further answer than in his answers to his foregoing interrogations.

2.—He was in this county in May or June, 1826. He does not know when he left.

3.—In May or June.

4.—He does not know.

5.—This is answered, so far as deponent now recollects, in the foregoing interrogations.

6.—This is also annexed in the foregoing interrogatories.

7.—Deponent cannot say.

8.—Cannot say, further than is stated in the foregoing interrogations.

9.—Cannot further state than is before stated.

10.—Cannot state further than he has already stated.

11.—He did, through his attorney, John H. Lewis, as before stated in the foregoing interrogatories.

12.—He does not know.

13.—In part payment of the Brown's ferry lands and Negroes.

14.—Yes; deponent owed Joshua a balance on the last named purchases; of the sum, deponent cannot now recollect. Deponent was under or with said Joshua in other liabilities, as deponent now recollects, which covered all the balance thus due or owing said Joshua.

15.—He knows the house and lot; cannot say what it was worth in cash in 1826. He supposes or believes it, with the lot, cost about $10,000.

16.—He cannot say.

17.—He knows the Water Works in Huntsville; cannot speak as to their cash value in 1826.

18.—He cannot say.

19.—He does not know.

20.—He did, through his agent, John H. Lewis.

21.—He cannot say.

22.—It decreased.

23.—He does not know.

24.—He does not know.

25.—He does not know.

26.—He does not now recollect.

27.—Never heard him say any sum, that he now recollects of.

28.—Deponent paid to the receiver in this cause, $ ——, and to said Thomas about $1130; and the residue was paid to said Lewis.

29.—This is answered as above. He cannot now recollect the dates of said payments, but refers for the same to the office of the Clerk of the District Court in Huntsville.

30.—It was.

31.—There was a time, since 1826, at which, had deponent been pressed, he might not have been able to pay; but deponent thinks he is now solvent.

32.—This is answered in the foregoing interrogations.

33.—He did not.

34.—Given up to the creditors. Such a deed was made.

35.—He does not know.

36.—He cannot further answer than in his answer to the foregoing interrogatories.

37.—As to this interrogatory deponent knows nothing.

38.—He does not know.

39.—He knows nothing in answer to this.

40.—He knows nothing in answer to this.

41.—He does not know.

42.—He cannot state the causes.

43.—He sold $\frac{2}{3}$, and for 8000 or 9000 dollars.

44.—Lewis bought the house and lot, and Ronalds himself bought the water works; and further this deponent saith not.

BARTLEY COX.

Sworn to and subscribed before me, this 20th January, 1849.

ELIJAH HANSBOUROUGH,
Master in Chancery.

Endorsed, "Lewis' Testimony."

(*John W. Tilford's Deposition, in behalf of John H. Lewis.*)

JOHN D. WOLFE, Ex'tr, and MARIA L. D. RONALDS, Ex't'x of THOS. A. RONALDS, Deceased,
vs.
BARTLEY COX.

In the District Court of the United States for the Northern District of Alabama.

Interrogatories to be propounded to John W. Tilford, of the city of Philadelphia and State of Pennsylvania, whose testimony in answer to said interrogatories, and to such cross-interrogatories as may be filed in behalf of the said executors will be read as evidence before the Master in taking the account now pending before him between the said Estate and John H. Lewis.

(*Int. by J. H. Lewis to J. H. Tilford.*)

Interrogatory 1st.—Were you acquainted with Thos. A. Ronalds, late of New York, Joshua Cox, late of Alabama, and John H. Lewis, of Madison County, Alabama, and Bartley Cox, late of Alabama?

Inter. 2d.—Where did you reside in 1825 and 1826? If in Huntsville, Ala., state how long you continued to reside there.

Inter'y 3rd.—Were you acquainted with the pecuniary circumstances of said Joshua Cox in the years 1826 and 1827, and afterwards? If yea, state what they were, and what opportunity you had of becoming acquainted with them.

Inter'y 4th.—What were the habits of said Joshua, and was he disposed to arrange or secure his debts, or not?

Int'y 5th.—Do you know of any liabilities of said Joshua to one Thomas A. Ronalds? If yea, state what were their extent, and who had the management of them, as attorney or agent for said Ronalds.

Int. 6th.—Were you cognizant of any efforts made by said agent and attorney, or difficulties incurred by them, and arranging and securing any portion of the debts due from said Joshua Cox to said Ronalds, and for what length of time were you cognizant of his care and attention to said business? If so, state what they were.

Int. 7.—Have you been engaged as agent, in the collection of claims due citizens and merchants of Philadelphia or New York in Southern and Western States?

Int. 8.—Will you state from your knowledge of the circumstances attending the arranging and securing of the debts of said Joshua Cox in behalf of said Ronalds what would be a fair and reasonable recompense to the agent or attorney who secured the same.

Int. 9.—Do you know anything of a note held by John H. Lewis in 1826, on Joshua Cox, Bartley Cox, and yourself for $5000 00, payable to James Armour, if you state whether it was ever paid, if paid to any one, state how and to whom?

Int. 10.—Do you know or can you set forth any other matter or thing which may be of benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination or the matter in question in this cause if you set forth the same fully in your answers?

CABANISS & SHEPPERD,
Solicitors for Lewis.

(*Cross Int. by Complts. to J. W. Tilford.*)

Cross Interrogatories by Complainants.

1.—Did you not on the 29th of May, 1826, witness a contract between said Ronalds and Joshua Cox?

2.—If so look at the paper hereto attached and say whether or not it is a correct copy of said agreement?

3.—By whom was said original paper written?

4.—If in answer to the 7th interrogatory you say you know of any efforts made by John H. Lewis to collect or secure any debts due from Joshua Cox to said Ronalds, then I wish you to state each

particular effort he made, to state fully and minutely all the facts or acts, going to make up said effort or efforts.

5.—Do you know what was the custom of lawyers and attorneys in Huntsville in 1826, 1827 and 1828, as to the compensation paid them or to be paid them for their services?

6.—If so state what that custom was?

7.—If in answer to the 9th interrogatory, you say said Lewis ever held such a note on you, J. Cox and B. Cox, payable to said Amour, then state if such note was not put into Lewis' hands as collateral security for a debt due from said Amour to said Ronalds?

8.—Did you never hear Lewis say he held it as collateral security for a debt, which said Amour owed to said Ronalds?

9.—Did not Lewis as the attorney of Ronalds attach Amour's effects in Huntsville, in or about 1826?

10.—If so, did not said Amour or Tenell, his agent, give Lewis claims as collateral security?

11.—If so, was not the notes above referred to, one of those claims so put into his hands?

12.—Do you know upon whom any of these were? If so, specify such person or persons, the amount due from each and which were solvent?

13.—Where is the original agreement spoken of in the first cross-interrogatory?

14.—If you cannot say that the paper hereto attached is a correct copy of the original agreement, then give the contents of said agreement as nearly as you can?

THOMAS & ROBINSON,
Counsel for Complts.

(*Copy of Agreement referred to in Cross Int.*)

Copy of agreement.

Whereas, Thomas A. Ronalds is the holder and owner of two protested bills of exchange, the one signed by Joshua Cox, dated New York, July 20th, 1825, drawn on Banks, Miller & Kineard of New Orleans, payable to Thomas A. Ronalds on the first of March, 1826, for ten thousand dollars and damages; the other drawn by said Cox on the same persons in favor of said Thomas A. Ronalds for ten thousand dollars payable fifth of March, 1826, which drafts have been protested for non payment, and are entitled to one thousand dollars each as damages; and whereas said Joshua Cox has this day agreed to settle the same in the following manner, to wit: one note signed by Bartley Cox, dated 4th May, 1826, and payable ten years after date to said Joshua Cox for twelve thousand dollars, also three several notes signed by D. Whiting & James W. McLaughlin, for two thousand eight hundred and eighty-three dollars and seventy-five cents each, all under date the 23d May, 1826, the first payable two years after date, the second payable three years

after date, and the third payable four years after date, also by assigning to him, the said Thomas A. Ronalds, said Cox's entire interest in the Russell Valley Iron Works. it being the undivided one-third of all the patents and certificates, two-thirds of which have been heretofore sold to D. Whiting & James W. McLaughlin all of which the said Thomas A. Ronalds agrees to receive in full of the above recited bills, the aforesaid certificates not being here for assignment, it is agreed that the bills shall be left with John H. Lewis until said certificates are assigned. It is also agreed between said Cox and Ronalds, that the said Ronalds is to assume the same responsibility with regard to said one-third of the Iron Works as the said Cox was liable to, and the said Cox also binds himself that Bartley Cox shall take up said note for twelve thousand dollars payable in ten years, and gave him the note payable in eight years, it being the fourth instalment of the purchase money of Brown's Ferry, negroes, &c.

Witness our hands and seals this 29th May, 1826,

(Signed) T. A. R., [SEAL.]

Test. JOSHUA COX, [SEAL.]

J. W. TILFORD.

Madison County, The State of Alabama. } District Court of the United States for the Northern district of Alabama, at Huntsville.

I Elijah Hansbourough Master in Chancery for said Court, do hereby certify, that the annexed and foregoing six pages contain true copies of original interrogatories and cross interrogatories—together with a copy of said agreement, this day filed in my office.

Given under my hand at office in Huntsville, Alabama, this 15th day of August, 1849.

ELIJAH HANSBOUROUGH,
Master in Chancery.

(*Rebutting Int. by J. H. Lewis to J. W. Tilford.*)

Rebutting Interrogatories by John H. Lewis.

1.—If you state in your cross examination that you attended such a meeting as is referred to in cross Int. 2, state if you know, whether or not the argument set forth in such writing was negotiated or effected through the agency of John H. Lewis.

2.—If you state in answer to cross Int. 12, that any notes upon solvent men were transferred by Armour, or his agent as collateral security for the payment of Armour's indebtedness to Ronalds, state whether or not such claims had been previously assigned or paid by the debtors or subject to off-setts previous to their transfer to Lewis, and state especially the situation of the $500 debt on Joshua Cox, Bartley Cox and yourself, payable to said Armour.

SHEPPARD & CABANISS,
Solicitors for Lewis.

JOHN D. WOLFE, Execr., and MARIA L. D. ROLANDS, Execx.' of THOMAS A. ROLANDS, dec'd. *vs.* BARTLEY COX. } In the District Court of the United States for the Northern District of Alabama.

Deposition of John W. Tilford made and taken before Chancery Bulkley one of the Aldermen of the city of Philadelphia and Ex-officio a Justice of the Peace, duly commissioned by the Governor of the Commonwealth of Pennsylvania at the office of the said Alderman, No. 85 South Third street, in said city on the twenty-third (23rd) day of October, A. D., 1849, pursuant to agreement in writing hereto annexed to be read in evidence on the trial of a certain action pending in the District Court of the United States for the Northern District of Alabama. In which John D. Wolfe, Exector, and Maria L. H. Ronalds, Executrix, of Thomas Ronalds are plaintiff, and Bartley Cox is defendant.

John W. Tilford being first duly sworn according to law, did depose and say as follows:

(*Answers of John W. Tilford to Interrogatories.*

To the first Interrogatory he answereth and saith,

I was acquainted with Thomas A. Rolands late of New York, Joshua Cox late of Alabama, and John H. Lewis of (Madison) Madison County, Alabama, also with Bartley Cox of Alabama.

To the Second Interrogatory he answereth and saith,

I resided in Huntsville Alabama from 1820 until November, 1827,

To the Third Interrogatory he answereth and saith,

I think I was pretty well acquainted with Joshua Cox's pecuniary concerns and circumstances—having myself had large transactions with him. I considered his situation good until 1824 or 1825, but after the operations of the winter of 1824 and 1825 they changed, and he became embarrassed. I was with him in New Orleans in 1825.

To the Fourth Interrogatory he answereth and saith,

When he became embarrassed his habits got to be very bad and he drank hard, and he was exceedingly difficult to manage, and to get to do anything towards securing debts which he owed.

To the Fifth Interrogatory he answereth and saith.

I know that Joshua Cox was largely indebted to Thomas A. Ronalds of New York; I think somewhere between twenty thousand and forty thousand dollars. John H. Lewis was his agent and Attorney.

To the Sixth Interrogatory he answereth and saith.

I know of many efforts made by John H. Lewis to get J. Cox to secure and arrange the debt he owed to Thomas A. Ronalds. He

went down to Russellville with Ronalds on this business and seemed to follow Cox up to all points to obtain security, and at one time it was exceedingly doubtful whether he Ronalds would not lose the whole debt. The said Ronalds was almost like a crazy man. I felt well satisfied in my own mind and from my knowledge of Cox and Lewis, that there was no other man in Alabama that could prevail upon Cox to give the security but Lewis. I was conversant with their matters some two years. The latter part of my time in Huntsville, I staid at Mr. Lewis's house and know a great deal of his business. This matter of J. Cox for Mr. Ronalds particularly.

To the Seventh Interrogatory he answereth and saith.

I have collected and arranged a great many claims for Eastern Merchants.

To the Eighth Interrogatory he answereth and saith,

From my own knowledge of the claims of Thomas A. Ronalds against J. Cox. If they had been put under my charge and I had succeeded in securing and collecting them, I would have charged twenty-five per cent. on all the moneys received and considered myself well entitled to that commission.

To the Ninth Interrogatory he answereth and saith,

I have some recollection of said note, and I think that Mr. Lewis received claims on other persons for it—cannot remember the particulars.

To the Tenth Interrogatory he answereth and saith,

I don't think I do.

(*Answers of J. W. Tilford to the cross Int.*)

To the First Cross Interrogatory by complainants he answereth and saith,

I think I witnessed said Agreement on the 29th of May, 1826, between J. Cox and Thomas A. Ronalds.

To the Second Cross Interrogatory by complainants he answereth and saith,

I think the Copy is a true one.

To the Third Cross Interrogatory by complainants he answereth and saith,

I think it was written by John H. Lewis, Esq.

To the Fourth Cross Interrogatory by complainants he answereth and saith,

I have stated as far as I can at this long period remember except, that I believe the good management of Mr. Lewis with the notes he received from Bartley Cox was the principal cause of said B. Cox ever being able to pay them.

To the Fifth Cross Interrogatory by complainants he answereth and saith,

I believe in common transactions collecting notes, &c., five per

cent. was the usual charge; but when extra services were rendered, they usually made extra charges.

To the Sixth Cross Interrogatory by complainants he answereth and saith,

I have answered this interrogatory already in my previous answers.

To the Seventh Cross Interrogatory by complainants he answereth and saith,

I cannot remember the particulars about said Note.

To the Eighth Cross Interrogatory by complainants he answereth and saith,

I cannot remember.

To the Ninth Cross Interrogatory by complainants he answereth and saith,

I cannot remember.

To the Tenth Cross Interrogatory by complainants he answereth and saith,

I cannot remember.

To the Eleventh Cross Interrogatory by complainants he answereth and saith,

I cannot remember.

To the Twelfth Cross Interrogatory by complainants he answereth and saith,

I cannot remember.

To the Thirteenth Cross Interrogatory by complainants he answereth and saith,

I suppose it is in the hands of Mr. Lewis; but I do not know the fact.

To the Fourteenth Cross Interrogatory by complainants he answereth and saith,

I have said that I believe the paper to be a true Copy of the original.

(*Answers of J. W. Tilford to the Rebutting Int.*)

To the First Rebutting Interrogatory by John H. Lewis he answereth and saith,

I believe the negotiation of the Agreement was made through and by John H. Lewis.

To the Second Rebutting Interrogatory by John H. Lewis he answereth and saith,

I cannot remember.

JOHN W. TILFORD.

Sworn to and Subscribed on this twenty-third day of October, A. D., 1849, before me,

CHANCEY BULKLEY,
Alderman and Ex-officio a Justice of the Peace.

(Endorsed) "Lewis' Testimony."

(*Deposition of John K. Yerger.*)

(The Deposition of John K. Yerger in behalf of John H. Lewis.)

"The United States of America State of Mississippi.

Be it remembered that on this 21st day of October, A. D. one thousand eight hundred and fifty, before me Nathan G. Bryson, Mayor of the City of Vicksburgh in Warren County in the State aforesaid, not being of Counsel or attorney to either of the parties in a certain civil cause depending in the District Court of the United States of America, for the Northern District of Alabama at Huntsville in the name of John D. Wolfe and Maria M. D. Ronalds, Ex. Plaintiffs and Bartley Cox, Defendant, nor interested in the event of said cause personally appeared John K. Yerger,
being in the Town of Vicksburg in the County of Warren and State first aforesaid, a witness of sound mind and lawful age for the said defendant who being by me first carefully examined and cautioned, and sworn, to testify the whole truth, did depose and say:—

That he was a partner of the firm of Chaffin, Kirk & Co., and that he resided in Pulaski, Giles County, Tennesse, that said Chaffin, Kirk & Co., were in the year 1836 doing business in Pulaski, and also at Columbia, Tennessee, and also in New Orleans, under the firm and Style of Yerger, Chaffin & Co. Some time during the month of December, 1836, I sold to John H. Lewis one draft on John W. Tilford for the sum of (as well as I can now remember) Sixteen hundred and ten dollars, (say $1,610) at thirty days after date, and for which said Lewis paid me in ready money at the then current note of Exchange.

Some time after the above transactions I was informed by Mr. Lewis that the draft was remitted, I think, to New York, and that it was never received. I then gave Mr. Lewis a duplicate of the same at some subsequent date, and advised Mr. Tilford to that effect.

The firm of Chaffin, Kirk & Co., and also of John W. Tilford, was at this time in good credit.

Chaffin, Kirk & Co. had authority from John W. Tilford, authorising them to draw on him at any date for an unlimited amount.—A large amount of Exchange, say from $10,000 to $20,000, perhaps more, was sold by me about the same time to the Branch of the State Bank of Alabama at Huntsville.

Our New Orleans house was regularly advised of the drafts drawn upon Tilford; the funds were remitted from New Orleans to pay the same.

Mr. Tilford went to protest in the Spring, with effects of Yerger, Chaffin & Co. in hands which, owing to the difficulty of negotiating at the time, had to lie over till the maturity of the same; the effects were in bills, drafts, exchanges, &c., I think, on Humphrey, Biddle

& Co. So soon as they were paid, Mr. Tilford appropriated to the payment of the drafs drawn upon him, no one after which, as I now believe, ever returned.

I am confident that the draft of $16.10½ sold by me to Mr. Lewis, was paid by Tilford.

And further more this deponent Saith Not.

JOHN K. YERGER.

And I, the said Nathan G. Bryson, mayor as aforesaid, do hereby certify that the reason for taking the foregoing deposition is that, the said witness, lives at a greater distance than one hundred miles from the Town of Huntsville, the place of the trial of the said cause, and that no notification of the time and place of the taking of said deposition from me to the said adverse party to be present at the taking of the same, and to put interrogations if they think fit, was made out and served on said adverse party or their attorney, because neither said adverse party nor their attorney was, at the time of taking said deposition, within one hundred miles of this place, where the said deposition is taken. And, I further certify that the said deposition was by said witness reduced to writing, and by said witness subscribed in my presence. I have retained the said deposition in my possession for the purpose of sealing up, directing, and forwarding it to the Court for which it was taken.

In Testimony whereof I have hereto set my hand and seal of said city, this 21st day of October, eighteen hundred and fifty.

N. G. BRYSON, Mayor.

(Endorsed.) "Lewis Testimony."

THE DEFENDANT'S TESTIMONY.

(*Letter No.* 1.)

The letter numbered 1.

"New York, 23d June, 1826.

Mr. JOHN W. LEWIS, Huntsville,

DEAR SIR:—I arrived here yesterday, after a long and tedious journey, the greatest part of which I had fever and ague, which compelled me to stop several times for medical aid and repose; indeed I have suffered very severely in sickness, which added to my misfortunes, was almost too much for me,—indeed, my friends, I cannot explain my sufferings.

On my return I find my Clerk has sent the acceptances of James Arwen for $5000 and $3900 to Clay & McClung, under dates of his letters of 14th and 25th May, presuming that I might be at Huntsville. Or would leave instructions with C. & McClung about my business generally.

Accordingly I have this mail wrote a full and explanatory letter to Cl. & McClung, explaining how I made the arrangement by anticipation with you in consequence of receiving a letter from New Orleans, stating these drafts had been returned to New York. And finally have requested them to hand the drafts over to you for the purposes we agreed upon.

I wish you would lose no time in making the operation relative to these drafts, and give me early advice of the same. In my conversation with McClung at his house, the evening before I left Huntsville, I could not discover any unfriendly feeling towards you on his part, and if there is any misunderstanding between you, (and I do not know that any exists,) I hope it may be made up, because I think McClung a clever fellow, and you both may help me in getting my money for these drafts, in some way or other, for you must have some feeling for my misfortunes.

You will recollect ten per cent. damages have been paid on these drafts to the Bank of the U. States here.

I am writing in my chamber, not yet able to attend to business, have the ague every other day.

But I do not want to lose a mail.

Yours sincerely,
THOS. A. RONALDS.

Messrs. Clay & McClung will please hand over to Mr. John H. Lewis the acceptances of James Armour for $5000 and $3900 as advised you in my letter of this date. Respectfully,
THOS A. RONALDS.

New York, 23d June, 1826."
(Endorsed.) "[1.]"

(*Letter No.* 2.)

Letter Number 2.

"New York, 27th June, 1826."

JOHN H. LEWIS, Esq., Huntsville.

DEAR SIR:—

I wrote you 23d inst. to which refer. Your letter of 9th June reached me yesterday, this is the first day of my attention to my store. I am yet feeble and my nerves very much affected.

I called on E. & J. Rogers & Co., and find your draft for $800 to Reinhart & Senat on Rogers & Gracie is accepted by them, E. & G. R., and it will doubtless be paid.

I am afraid Bartley Cox will not agree to the exchange of note as stated by Joshua Cox; on this point I must depend on your management for me.

The original draft for $3900 is in the Bank and cannot be sent you for a few days, but you have had the certified copies sent you by my Clerk, which will do, I presume, for an attachment.

Having only just heard from E. & J. Rogers & Co. about the draft, I have no more time for this mail to extend this letter.

Yours most sincerely,

T. A. RONALDS.

(Endorsed.) "[2.]" "(C.)"

(*Letter No.* 3.)

Letter Number 3.

"New York, 1st July, 1826."

JOHN H. LEWIS, Esq.,
Huntsville.

DEAR SIR:

Enclosed is the original draft of $3900, with ten per cent. damages and Interest on $4290 from the day of protest, allowing thirty days for its return here. I have not been able to raise the wind to pay the Bank the money for this Bill until *to-day*.

This is mail day and I only have time to say I hope you will not forget your unfortunate friend.

T. A. RONALDS.

(Endorsed.) "[3.]"

(*Letter No.* 4.)

Letter Number 4.

"New York, July 15, 1826."

JOHN H. LEWIS, Esq., Huntsville.

DEAR SIR:—

My last letter was on first July enclosing you James Armor's acceptance for $3900, which I had that day taken up at the Branch Bank.

Since which I am favoured with yours of 20th June. I am exceedingly glad to hear of your success in attaching James Armor's property to meet his acceptance, which I paid here, and I feel satisfied you will use every exertion to make the money come as soon as possible. God knows I want it.

(*Letter No.* 4 *continued.*)

I think you have done right in attaching the money of Banks, Miller & Co. in Col. Camp's hands.

I have seen a gentleman just from New Orleans, who tells me that Banks & Co. have applied to the Court for a discharge under the Insolvent Act, and that their affairs are all in confusion, and beyond any chance of settlement by any assignee or themselves! So I think I may have the money in Camp's hands as well as any other creditor.

I am also told (my informant knows the parties well) that Banks & Co. don't calculate to do anything further in their business—a wreck.

The times here for money are very hard—business duller than ever I knew it, and, as you say, the Pearl St. gentry feel the times very pressing.

I find my business very flat, and no money receiving from any quarter. I am strained exceedingly hard to get along.

I have written to Joshua Cox about the suit for which I am Bail. Judgment will be had in September for $1,300 (about) and costs. I cannot pay the money, because I have not got it, nor do I know how to *rais* it these times. Cox promised me If he went on the Bounds in Huntsville, and was obliged to take the Insolvent Act, he would come here, and save me payment of the money by taking our Act, which would detain him only two weeks.

I will pay all expenses, and make his stay here agreeable to him as possible.

I write him by this day's mail. I wish you to see him, and read the letter. It contains matters relative to my health, which I have not time to repeat here, and which I wish you to read: particularly when you have shown so much friendship, kindness and Interest in my misfortunes.

Let me know what Cox will do, and endeavour to send him on as soon as possible. With renewed assurances of Esteem, I am

Your Friend,

THOS. A. RONALDS.

My hard riding and Journey in hot weather has produced a stricture in the Rectum and Fistula—to come, which is a serious matter. Dr. Erskin or Fearn will tell you about it. How unfortunate I have been."

(Endorsed,) "[4.]"

(*Letter No.* 5.)

Letter Number 5.

New York, 16 August, 1826.

JOHN H. LEWIS, Esq.,
Huntsville.

DR. SIR—

Your esteemed friendly letter of 16 July has been at hand some time.

This day I rec'd from Orleans this letter of Edward Rumley, relative to the acceptance of James Armor.

I forward it to you for your guidance in my unfortunate business. I feel quite assured that you will use every exertion to promote my views and Interest in the collection of those claims for me; and this feeling is peculiarly gratifying in my present state of mind.

My last letter to you was on the 15 July, since which my health has improved considerably.

I cannot attend to my business as formerly. My complaint being fixed in the Rectum, together with my light course of Diet, keeps me very weak, and unfit for exercise, and the fatigue of business as I have been accustomed to.

I do not expect better health until Winter, provided I succeed in the surgical operation, which cannot take place until cold weather.

Give my respects to Jos. Cox, Saml. D. Morgan, and all friends, and belive me Yours sincerely,

THOS. A. RONALDS.

If an opp'y offers let Mason know I am better, and my family are well."

(Endorsed,) "[5.]"

(*Letter No.* 6.)

Letter Number 6.

"New York, 8 Sept., 1826.

JOHN H. LEWIS, Esq.,
Huntsville.

DR. SIR—

By Mr. Veitch I send you these few lines. I should like to know what is the prospects of the money coming on those acceptances of Armor, and when it may be collected.

As I am situated, I hope you will use every exertion for this money, because my accomodation notes are running in the Bank here for the amount, and I have lately been told by the Cashier that I must pay up ten per cent. every sixty days, which I cannot do, as my resources are now entirely cut off and expended in raising the money for J. Cox' drafts on Banks, Miller & Kincaid.

My health improves, and I hope may be restored after an operation in cold weather. Yours truly,

T. A. RONALDS.

I wrote the preceding for Mr. Veitch, but by mistake he did not get the letter.

(*Letter No.* 6 *continued.*)

The most important trust you have to perform for me, is to get up those two acceptances of mine of J. Cox's drafts to Abner Robinson—one for $1,500, the other for $4,700—which Bartley Cox promised to provide for.

My continuance in business depends entirely on this matter; as long as these drafts hang over my head unsettled, my energies in business slacken, and I have no spirits to get along.

You will at once see how it affects me.

I beg of you in the name of every thing that is dear to man, not to lose the first opp'y to have my name taken off those drafts. If Abner Robinson should be at your place with them, or send them to Huntsville for collection,

Keep Bartley Cox up to his engagement to clear me from them, for, by heavens, I swear, I cannot pay them; and if I am sued, or any steps taken to compel me to pay, I shall surrender my effects immediately, and close my business entirely. Do not think I make a faint *promis.*

No, my friend, 'tis true! all I have is now pledged for my constituents. And I am only sustaining my self above water. Another plunge, and I am drowned.

I need not impress on your mind that the contents of this letter will be confidential.

Yours Truly,

T. A. RONALDS.

(Endorsed,) "[6.]" Sept. 26, 1826.

(*Letter No.* 7.)

Letter No. 7.

"New York, Sept. 28, 1826.

JOHN H. LEWIS, Esq.,
Huntsville.

DEAR SIR—

Your esteemed and interesting letter of 7 Sept. reached me a few days ago.

I am well aware that you have had very great difficulty in the management of my unfortunate affairs.

In return for which you will be assured of the return of grateful feelings from a Heart that is will wrung, but yet alive to every thing that is honest and honorable in human nature. When these feelings leave me, then Farewell to happiness, peace of mind, and Confidence of friends.

You will sell my Right to the Iron works to Whiting & Co. for $4,000, on condition of their giving security for the payment of that sum in one and two years, and also giving security for the payment of *three notes* which you now have on my account. That security ought to be a Lien on the Works for the whole amount. I should like something more substantial than Whiting's & McLaughlin's notes.

Get the most, and do the best you can for me. I think you can get more for my share than $4,000. They should pay at least $4,200, the rate of the Notes.

(*Letter 7 continued.*)

My Lawyer sais that Mr. Co. being on the bounds will not release me, but will prolong the time, and put off the payment after

Judgment is attained, by application to the Court. On this subject I shall write you again.

I have made an assignment of the Monies arising to me from Armor's acceptance and all my other debts in Alabama, to Mr. John D. Wolfe, to be applied to the payment of his indorsements for me. Of course you will hold the funds you received for his account, to be applied accordingly.

I hope Abner Robinson has made a settlement with Bartley Cox for those drafts of Joshua *an* me, because I never can pay them; and this Robinson will find true whenever he attempts any process against me.

My friends here are now responsible for more than I can pay, and my debt is like the national Debt. I work to pay the Interest, but 'tis absolutely impossible to say when the principal will be paid, If ever.

My health is improving. I wrote you a few days before the receipt of your last letter.

Last week my wife brought me a fine Boy; the Eighth child! seven living. I have now a poor man's riches—a lot of small children, and work hard daily to support them, besides the Interest of the national Debt.

Oh! cruel Fate! how changed my condition in 12 Mo's! If ever man required strength of mind, I do.

The only comfort left me is the innocent prattle of my babes. My time is continually absorbed in business, and I have given up every little expense and comfort that I formerly enjoyed, because I cannot afford them.

May he (Cox), who caused me my affliction, be convinced of his follies, and live to make amends for his conduct.

Yours in truth and sincerity,

T. A. RONALDS."

(Endorsed,) "[7.]" "[I.]"

(*Letter No.* 8.)

(Letter Number 8.)

"New York, 14 October, 1826.

MR. JOHN H. LEWIS, Huntsville.

DR. SIR—

Your letter of 26 September is this day received. Some time I rec'd a hasty letter from Mr. John Kennedy Tuscumbia, dated 25th Sept., stating he had just received the intelligence of the death of my brother and his wife. After giving vent to my lacerated feelings by this intelligence, I attempt a reply.

I cannot retain my tears while I write you. I never can forget my poor brother. We were more attached to each other than to the other Brothers of the family; this marked our career in childhood, and is one of those cases that are unaccountable. It is not

the province of a Brother to eulogise a Brother, but I must be allowed to say he was truly affectionate, manly, sincere, honest and honorable to the last degree.

(*Letter No.* 8 *continued.*)

He possessed a conscience void of offence; when deceived by those he had placed confidence in, he grieved himself too much; and I have no doubt but the conduct of Noble, Cox, and others, whom he mentioned to me, towards him, has depressed his mind to an insupportable degree.

A recent letter from him and the last I have received, dated 17 August, will show the state of his mind, after dwelling a little on the conduct of Cox, and particularly on the loss of his last child and the ill health of his wife, whom he tenderly loved. He says, my body alone *is here*, my spirit elsewhere. To this letter I replied on 23rd Sept., urging him to keep his spirits up, and drive away the depression on his mind by gardening and active employment.

I then informed him that my wife had just presented me with a fine Boy, and that my mode of dispelling the clouds of misfortune that hang over my head was by constant employment at the business and devoting my leisure hours to the amusement and prattle of my children in company with my wife.—poor fellow, he never received this letter.

The want of children, and the loss of their babies, deeply affected Mason and his wife. I saw this when I was with them—they would both cry like children when talking with me about their loss and the blank in their comforts; Alas! Alas! they have finished their pilgrimage on earth, and I trust they are not without their reward in a better world.

From the termination of their innocent career, may those who chose to feel, learn how pleasant and happy to us all in our last moments to be able to say that we have not injured or violated the rights of our fellow creatures; 'tis only feelings like these that *smoth* the passage to the grave. God grant in his infinite mercy that I may be so preserved in my earthly course as to finish it with these feelings. What is the wealth of Worlds compared with the stings under harrows of conscience inseparable from a Wicked and dishonest course of Life.

I could write more on this subject, but time will not permit on this occasion.

With regard to my claim on Mason, 'tis in this way,—When we first left this place, he had rec'd his proportion of my father's Estate —but we had a mortgage for $2000 and Interest unpaid, Nearly $3000 which I took as my part on condition agreed in writing between Mason and my Brother James, that if the money was not realized from the mortgage that they should refund me three parts thereof.

Letter No. 8 *continued.*

I put the mortgage in suit to foreclose in chancery—to our utmost astonishment after a contested suit the mortgager proved himself a minor. (20 y'rs and 10 Mos.) when the mortgage was given my father, although he had paid the interest regularly for six years. So the money was lost entirely and Expenses. When this was known I wrote Mason and he sent me his due bill for his proportion.

By another debt of my Father's Estate he also lost proportion about $3000.

I never urged Mason for the money nor the Interest—on the contrary loaned him, last summer, other monies.

When we parted at Huntsville he made up his account with me including the Due Bill he had given Joshua Cox, which I took from him and gave Cox credit on my account making $4850, four thousand eight hundred and fifty dollars, which he settled by a bond wrote by himself and of his own accord, dated the day I left H'ville.

I told him I wished him to pay the Interest annually if possible, but I never would press him for the principal. I would suffer part myself rather than he should suffer. When I was at Tuscumbia I prest the settlement with Mason & Cox at John Hogan's house to prevent them going to Law and disturbing the peace of their wives and families.

My motives were good and John Hogan acted as mediator. Mason insisted that Cox & Noble took advantage of the Writing for Dissolution of the old partnership and that C. & N. had not used diligence in collecting debts which Mason had nothing to do with. I believe Mason was wronged by them both. My acc. will no doubt be found in Mason's papers. If not I can furnish it from my Book for the satisfaction of Mr. Hogan or his friends there.

I enclose you the Bond (Keeping a certified copy) and wish you to take immediate steps to guard my Interest. Your letter of the 24 September is rec'd.

I shall send by next mail the assignment of all my Interests in Alabama, to secure my friend John D. Wolfe, who is on my paper here in Bank for $20,000.

The other parts of your letter will be attended to.

My last letter was 28 September to you.

Excuse the hurried state of this letter, and believe me

Your obliged friend,

THOS. A. RONNALDS.

(*Letter No.* 8 *continued.*)

P. S. Mason told me he was abundantly able to pay me—and now I think I have the best right to my claim and need it every cent.

Tell Cox & Lewis I received their letter of the 15 Sept., called on Brown, Brothers & Co., and Yesterday rec'd from them $1960 and remitted Henry Toland and Giles & Ferguson $980 each. As soon as I get their receipts by mail I will forward them to Cox & Lewis.

Brown & Co. say there is some more money due soon which will be handed me. They said they would write C. & L. I give you full power to act for me relative to my brother's Estate, and you had better apprize Surrogate of my claim and my intention to act in person or by assignment of every claim as you may direct me.

I am anxiously waiting letters from John Hogan for the particulars of the death of Mason and his wife. Doubtless I shall soon receive them.

(Endorsed,) "[8.]" "[V.]"

(*Letter No.* 9.)

(Letter Number 9.)

"New York, 9 Feb'y, 1827.

MR. JOHN H. LEWIS,
Huntsville,

DR. SIR—

Your letters of 8 Nov. and 22 Dec'r have been at hand some time.

In relation to drafts held by Abner Robinson I can only repeat I never will pay them.

Yesterday I rec'd a letter from Robinson, dated Richmond, 2 Feb'y stating he was just then starting for New Orleans, that he was unable to provide for the Drafts which were held by the Bank of Virginia, that the Bank had brought suit against him for them and that he expected to make the money out of Bartley & Jos. Cox, so as to reemburse himself for the money but he could not relinquish me.

I wish you to see Bartley and Joshua and learn what they intend doing and let me know. I beg you to do this without delay. On looking over your letter of the 24 Sept., I see you request me to return your receipt for Cox's draft on Banks & Co., due $\frac{1}{4}$ and $\frac{3}{8}$ March, exchanged for Iron Works & Co. I have no receipt for those drafts. There is an agreement between Cox and myself, witnessed by Tilford in your hands of which I have a copy. You have the original.

The contents of your letter of 22 Dec'r is quite gratifying to me. I am glad to know Mr. Hogan feels so well towards me in the settlement of poor Mason's Estate.

As you have desired I sent by mail, on 30 January, to John Hogan a full power to sell the land.

I notice your closing the sale of my third of the Iron Works to Wm. G. Hill.

(*Letter No.* 9 *continued.*)

I have conversed with the owners of the N. Orleans packet ship about the freight of Pig Iron, thence to New York. They say that when loading with cotton, they would be glad to take it at two dollars per Ton for Ballast and something less than that price, and that in no case would the freight exceed five dollars per Ton, which would be very rare indeed, as the Vessels are always wanting ballast freight, when they cannot get sugars. A careful agent at Orleans could always procure freight of Pig Iron on the lowest prices by watching the Vessels.

The price of Pig Iron varies from $25 to $45 per Ton; the best qualities are always saleable for $35 to $40; the poor Iron will hardly sell at any price. There is a great deal of poor Iron now in the city and quite unsaleable.

Whiting & McLaughlin should not send any to this place but the best quality. If they should send it I shall do my best to place it in the hands of such Houses here as will procure the best prices for the Iron and acc. sales will be returned of the same.

I think the plan of them sending Iron a good one because it will go to pay the Debt and introduce the article in the market, which if it proves good will always be in demand. I am told there is a great deal in the fancy of dealers and casters about the article of Pig Iron and when once pleased with an article, they will always give the preference to continue the use of it, after finding out the best mode of working it.

Herewith I return Joshua Cox's draft for $10,000 due 25–28 March, for which I have at length paid the Bank. This is to be given up when the House is finished, according to the agreement in your hands; but I must first be apprised of that from an affidavit of the Builders and parties and that the property is free from any Lien of theirs.

Yours resp'y and Truly,
THOS. H. RONALDS.

(Endorsed, "[9.]"

(*Deed No.* 10.)

"This Indenture, made the Seventeenth day of October in the year of our Lord One thousand Eight hundred and Twenty-six, Between Thomas A. Ronalds of the City of New York, Bookseller, of the first part, and John D. Wolfe of the said City, Merchant, of the second part, witnesseth, That the said party of the first part, for and in consideration of the sum of Twenty-seven Thousand dollars, lawful money of the United States of America to him in hand paid, at or before the ensealing and delivery of these presents, by the said party of the second part, the receipt whereof is hereby acknowledged, and the said party of the second part, his heirs, executors, and administrators, forever released and discharged from the same, by these presents, hath granted, bargained, sold,

aleined, remised, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alein, remise, release, convey, and confirm, unto the said party of the second part, and to his heirs and assigns forever,

All that, a certain lot or parcel of ground lying and being in the Town of Huntsville, containing about ninety hundredths of an acre, Beginning at a stake on Eustes street, running thence Twenty poles along the line of said street to a stake at Hopkins's (now Harris's) corner; thence westwardly at right angles with Lincoln street along Hopkins's line Eighty poles to a stake at Atwood's corner; thence along said Atwood's line to the beginning; being the lot once owned by Alexander Wassen and once by Frederick Jones, and the same on which a brick house has recently been erected by George Steele and Archileas M. Bradley for Joshua Cox, and also the Waterworks erected at the Huntsville Spring, for the purpose of supplying the Town with water. With all the rights, privileges and appurtenances thereunto belonging. With all the Hydrants erected at the private dwelling and other places in said Town.

Together with all and singular, the tenements, hereditaments and appurtenances whatsoever, unto the said above mentioned and described premises in any wise appertaining or belonging, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. And also all the estate, right, title, interest, dower and right of dower, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, or to the same, and every part and parcel thereof, with the appurtenances. To have and to hold the above, granted, bargained and described premises, with the appurtenances, unto the said party of the second part, his heirs and assigns, to his and their own proper use, benefit and behoof for ever. In witness whereof the parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written.

THOS. A. RONALDS.

Sealed and delivered in the presence of

GERARDUS CLARLE.

State of New York, *ss:*

I hereby certify that on the 17th day of October, in the year of our Lord One thousand Eight hundred and Twenty-six, before me personally appeared Thomas A. Ronalds, known to me to be the same person named in and who executed the within Indenture, and he signed the same in my presence and acknowledged the said Indenture to be his own act and deed, for the uses and purposes therein mentioned.

In testimony whereof I have hereunto subscribed my name and affixed my notarial seal the day and year above written.

[SEAL.] GERARDUS CLARLE,

Notary Public and Commissioner authorized to take acknowledgem'ts of Deeds.

State of New York, City and County of New York:

I, John J. Irvin, First Judge of the Court of Common Pleas for the City and County of New York, do certify, that on the Twenty-fourth day of February, in the year One thousand Eight hundred and Twenty-seven, personally appeared before me Thomas A. Ronalds, the granter of the within deed, known to me, and who acknowledged that he had signed, sealed and executed the said deed for the uses and purposes therein mentioned.

JOHN T. IRVIN,
First Judge of the Court of Common Pleas for the City and County of New York.

State of New York, }
City and County of New York, } *ss:*

I, Nicholas Dean, Clerk of the City and County of New York and Clerk of the Court of Common Pleas in and for the said City and County, Do hereby Certify, that John T. Irving, of the said City, Esquire, before whom the annexed indenture or instrument of writing was acknowledged or proved, was, on the day when the said indenture or instrument was so acknowledged or proved, First Judge of the Court of Common Pleas for the City and County of New York duly commissioned and sworn, and dwelling in the said City; and further that the signature of John T. Irving subscribed to the certificate of acknowledgement or proof is in the proper hand writing of the said Judge.

In Testimony whereof I have hereunto set my hand and affixed the seal of the said Court this 24th day of February, 1827.

[SEAL.] N. DEAN, Clerk.

My Dear Sir:

Upon reflection I doubt under the Law of our State whether an acknowledgement before a Notary Public is good. Our Law certainly recognizes this acknowledgement but it seems defective; the surest way is to acknowledge it before a Clerk of a Court of Record, and let him certify its acknowledgement under his hand and seal of office, and then let the *Judge of his Court certify that he is Clerk* and that the certificate is in due form of Law. And then send it back. I have not heard of Jno. Hogan of late.

I understand that the crops of Cotton and movables sold for near $5000 at the close of the month.

The negroes, 27 in number, are to be sold.

They are very clever and will further your views.

I hope you have got my letter of December 22d.

I shall probably attend the sale of the negroes, so as to put it in a good way for collection.

In Haste.
Your Friend,
JOHN H. LEWIS.

"New York, 24th February, 1827.

JOHN H. LEWIS, Esq.,
Huntsville.

DEAR SIR:

Your letter of 5th February on the Deed to John David Wolfe is received this morning. I have complied with your directions and acknowledged it before the Judge of our Court now in session.

Your letter of the 22d Decr. came to hand, and I replied to it and other matters on 9th February, which you will now probably have received.

(*No.* 10 *continued.*)

I feel very uneasy about Abner Robinson's claims on those acceptances, and beg you will see if they cannot be arranged. Let me know early if he has attached.

I would like to know if you are so situated with Bartley Cox, as his friend or counsel, as to prevent your taking any steps on my account to get me released from those cursed acceptances to Robinson.

How is Saml. Morgan getting on with the Water Works, and what do you think of his plans.

I am yet in charge of my surgeon for the cure of Fistula in ano, and expect to be well in a few weeks, altho' I have suffered with it very much.

With your exertions and benevolent feeling, I hope yet to have a little sunshine after the black Clouds of Despair, Misfortune and sickness will have passed over me. Still that sunshine will at times be obscured by reflections on the past, but it never will be disturbed by a bad conscience.

Yours Truly,
THOS. A. RONALDS."

(Endorsed) "[10.]"

(*Letter No.* 11.)

Letter Number 11.

"New York, April 20, 1827.

JOHN H. LEWIS, Esq.,
Huntsville.

DR. SIR—

Your favour of the 26 March is at hand: the explanation you give of the state of Abner Robinson's claim is satisfactory.

My motive in writing you on this business was to know if I could get you to make a negotiation with Joshua Cox, Bartley Cox, and Abner Robinson, so as to release me from my responsiblity as acceptor to those drafts, From your statement I see you are free to act for me.

If Abner Robinson is, or gets, in possession of the drafts, he can release me by an Instrument of writing from Cox consenting to that release. (See Chitty on Bills.) To bring this about I require your agency.

I think Robinson will be at your place soon, when you may try what can be done, and see if you can make any arrangement with him to that purpose; and to do that you must urge the Coxes to measures for that, and you will and can, I think, effect it by talking with Robinson.

Make him no offer, but get him to say what he will do, and to make you an offer what he will do to release me. I cannot bear to have those Drafts hanging over me, and would give something to be clear of them.

Robinson says the Bank of Virginia holds one draft, and has sued him for the amount, $4,700. The other one of $1,500, he holds. He says he holds Joshua and Bartley bound for the first, and only Joshua for the last.

The statement about the Iron works is quite unpleasant to me. I know of no *of no* resources to effect the Loan you wish; for some days I have been trying to fall on some plan to produce it, but cannot in any manner do any thing towards it. My own resources are at an end, that I could not raise it on personal security, and I have nothing else to offer. To visit your Country is utterly impossible.

My business will not allow my absence, and if it would my health will not permit the Journey. I never could reach you alive. If possible I mean to see you next Spring, and return by way of Orleans; meantime, I hope you will be able to attend to my affairs with less trouble than you anticipate. I am very sensible of your exertions in my behalf. Mr. James Elliott, of Tuscumbia, was here lately, and said that John Hogan was very ill when I left home. I have been without letters from Mr. Hogan a long time, and feel anxious to hear his situation, as Elliot said his life was despaired of, and he was very low for a long time. I am in hopes the Water Works will soon be in a profitable situation. As you are the President of the Corporation, I wish you would take steps to have your Corporation Rebuild the reservoir without delay. I have given Morgan power to keep my part of the contract under the grant, and I want the Corporation to meet me on same terms on their part.

Business here is rather dull, altho' Merchants anticipate a good summer's trade. I think they will be disappointed, as the low price of produce to the South will keep the Southern traders from purchasing much.

With best wishes for you and yours,

I am your Ob't friend,

THOS. A. RONALDS."

(Endorsed,) "[11.]"

(*Letter No.* 12.)

(Letter Number 12.)

"New York, 11 May, 1827.

JOHN H. LEWIS, Esq.,
Huntsville.

DR. SIR—

Your letter of 16 April is rec'd, and the contents noted with great anxiety. My last letter to you was on the 20 April, in which I stated the impossibility of my leaving home.

I can only now repeat that I cannot leave my business, and my health will not stand the Journey.

(*Letter No.* 12 *continued.*)

If a Bill is to be filed, cannot you prepare it, and forward it for my signature, before proper authority in this place. I hope this arrangement will answer. If so send it by mail directly.

As to the Iron Works, I do not know what to do or say, I am perplexed, and wish sometimes, that all my affairs in Alabama were washed from my memory by the Lethean stream of oblivion—do as you please, and for me as for yourself—God bless you and preserve your health and family, is the sincere desire of your

Distressed Friend,
T. A. RONALDS.

If you speak to Sam'l. D Morgan, I think he can furnish for me the Indemnification to the Hogans, on the Hypothecation of the securities you have of mine.

I dare say, he and you can find some friend for me in Huntsville, that will do so much as matter of form to help you to close up my affairs.

I have no letters from Mr. John Hogan yet, in my last I stated I expected letters.

T. A. R.

(Endorsed) "[12.]" "(H.)"

(*Letter No.* 13.)

Letter Number 13.

"New York, 15 June, 1827.

JOHN H. LEWIS, Esq.,
Huntsville.

DR. SIR—

My last to you was of 11 May, no letters from you since.

Mr. Mells of your place has called to-day and is off to-morrow. I drop you a few lines to say that I am pretty well, and hope you are much better.

I am very anxious to hear of the result of the communication you made me 16 April, relative to the Armor business. I wish I could leave home—'tis impossible,

Yours Truly,
T. A. RONALDS."

(Endorsed) "[13.]"

(*Letter No.* 14.)

Letter Number 14.

"New York, July 21, 1827.

JOHN H. LEWIS, Esq., Huntsville.

DR. SIR—

Your letter of 4 June has been at hand some time, and contents noticed.

I have received letters from John Hogan, Tuscumbia, fully explaining the affairs of the Estate of my Deceased Brother Mason. It will do very well for him to go on and settle the affairs of the Estate, as he has stated.

I think he will bring matters nearly to a close next winter, and I therefore think it is best for him to take his own way, and *not* interfere by requesting payment of my claim under a Bond of Indemnity, as I at first thought of.

(*Letter No.* 14 *continued.*)

Relative to the Rent due from Cox of $600 for Rent due 1st September. I wish it collected and Remitted without delay, it is quite time I should see some of his money.

The House you will Rent for another year or until Spring, and see that the Rent will be secured.

If I should get a fair offer for the House I will sell it—it is in the market and for sale. If it won't sell now, I will wait for better times.

From such information as I have, I think the House and Lot will sell better in a year or two when things and times will become regular, and the trade of your Country has acquired a more Sound State.

I wish you to ascertain from Bartley Cox and from Joshua also, the exact state of Abner Robinson's Claim, and if one or both are sued by him—who is the Attorney, and what is the prospect of a settlement, and where are the Drafts? One is for $4700, the other for $1500. I will not visit your Country untill I know something more about those Drafts than I do know at present. I wrote to Joshua about them, but his letter is unsatisfactory and not explicit. I wish you and your family well, and am

Your Friend,
THOS. A. RONALDS.

You see what a situation I would be placed in, if, when I visit you, I should be prosecuted as acceptor for those Drafts, which I fear strongly would be the case, then I should have to give Bail, and jeopardize and pledge the property I have now in your country, and I will not ask for Bail away from home. I know Bartley Cox is bound to Robinson for a note amounting to nearly $5000, and for which Joshua gave the Draft of $4700 to Robinson, so he says, and Robinson says he holds that Note of Bartley, on B. & J. Cox together. If Robinson has visited Huntsville this summer, let me know what he has done.

Before I visit your Country I must make some arrangements to be released from those Drafts, and that must be done by consent of the drawer Joshua Cox.

I beg you to give me immediate information on this subject, and what can be done,

Yours Truly,

T. A. R."

(Endorsed) "[14.]" "(R.)"

(*Letter No.* 15.)

(Letter number 15.)

New York, Oct. 1, 1827.

MR. JOHN H. LEWIS,
Huntsville.

DR. SIR—

I wrote you a long letter by Mr. Veitch, since which I have not heard from you. The principal object in that letter was, how I could get clear of my responsibility on Cox's drafts to Abner Robinson? I must know how that affair is going to work before I put my foot in Alabama. I beg you will let me know and say exactly what is doing and expected to be done. I wait with much anxiety to hear from you.

My affairs are indeed troublesome to you, and I know not how I shall ever compensate you. If I have life and health, we will be squared some day or other.

I am waiting to recov'r my Rent from Cox for the House. I think it is time to see some of his money. When will I get it? Has Abner Robinson been at Huntsville this year, and did you see him and what did he say?

With best wishes for the health of your self and family,

I am your friend,

THOS. A. RONALDS."

(Endorsed,) "[15.]" "[L.]"

(*Letter No.* 15½.)

Letter number 15½.

"New York, Nov. 10, 1827.

MR. JOHN H. LEWIS, Huntsville.

DEAR SIR—

Your letter of 24 September, has been at hand some time. The contents I have noticed with much interest and anxiety.

I have rec'd a letter from John Hogan confirming what you state relative to the collection of the monies due my Brother's Estate. I hope you will be successful and send some funds for it is quite time I should receive some cash from Alabama.

The suit of Brown's against Cox in which I was Bail when Cox was arrested here has not yet come to Trial. My Lawyer has so managed as to keep it off at my request for want of funds.

Cox having said that I agreed to settle that claim in consequence of his giving me his claim against Mason, I intend to appropriate the Monies rec'd from his Estate to meet that suit, which I expect will come on shortly. I am quite surprised that Cox has not paid you any Rent for the House, because I have frequently been told by persons from Huntsville, that Cox has funds and boasted considerably of his good settlement with me, which has enabled him to meet all his other claims.

(*Letter No.* 15½ *continued.*)

I learn also that Cox has settled most of his debts and has a large property left.

I hope this may be true, so far as relates to Abner Robinson's claim on him and Bartley. I am still bound on those Drafts and I must know how the claim stands. I beg you to look at my last letter on that subject.

If I go into your state I believe I shall be arrested as accepter on those drafts, and that situation I will not be placed in, until I know how those drafts are settled, or what has been done towards a settlement, I shall not leave home. Is Cox sued on them? is Bartley Cox sued on his note to Abner Robinson? or has anything" done by way of settlement between the Cox's as to Robinson's claim? I would be willing to pay something to get my discharge from those drafts, until I know definitely and positively, I will not leave home.

This accursed business of Cox has at times made my life a burthen to me. The recollections of it when I attempt a letter, affects my nerves, so as to prevent my writing and I always dread the task. The only comfort I have is when I am so engaged as not to think of it. I look for a satisfactory letter on this subject, as soon as practicable, from you.

Who is Robinson's attorney at Huntsville?

In haste your friend
and troublesome friend,
T. A. RONALDS."

(Endorsed,) "[15½.]"

(*Letter No.* 16.)

Letter number 16.

"New York, 11 Jan'y, 1826.

JOHN H. LEWIS, ESQ.,
Huntsville.

DR. SIR—

Your letter of 23 Dec'r reached me yesterday. The check of Bank of Louisiana on Merchants' Bank for $281\frac{84}{100}$, Two hundred and Eighty-one $\frac{84}{000}$ Dollars is rec'd and placed to the credit of my claim on Estate of M. Ronalds.

I received a letter from Wm. Gray, Richmond, dated 17 Dec'r, wherein he states that Abner Robinson had paid the Bank of Virginia for the Draft of $1500, the other draft of $4700 remained in the hands of the Bank who had sued and obtained judgment ag'st Robinson and they expected Robinson would soon pay it. Both the drafts Robinson had discounted by the Bank of Virginia.

Having taken Legal advice relative to those bills, I wish you to draw up a release from Joshua Cox to me as acceptor to those drafts (description annexed) declaratory of them being drawn on me, and accepted by me for the accommodation of the drawer. He not having placed funds in my hands for their payment.* The object of getting this Release will be to enable me to affect any arrangement in Law or compromise, that I might be driven to, by Robinson, who could release me as acceptor having the consent of the drawer, which is indispensable to hold Robinson's claim on Cox good according to the Law of Bills of Exchange.

(**Marginal.*) and he, Cox, declining his assent to any act of Robinson that may release me as acceptor.

You can effect the thing with Cox before I arrive at your place, whereas if I were to attempt it my time would be delayed and I may not succeed. Cox will certainly not refuse this act. Get the release drawn up first and then show it to him when he is in a mood to act fairly. I shall be happy to receive all the *Rhino* you can forward, as I shall need it for my payments during my absence from home. I hope to leave here about the 15th February, and sooner if possible. I have written to Abner Robinson of my intention to be at Huntsville the beginning of March.

Yours sincerely,
THOS. A. RONALDS.

P. S. Please say to friend Samuel D. Morgan, that I had a letter from Orleans to-day stating the arrival of the Cylinders and Rods, and that they would be forwarded as soon as landed. My last letter to Morgan was 21st Decr. in reply to his of 29th Nov.

DESCRIPTION OF DRAFTS.

1. Joshua Cox's Draft, dated Lynchburg, Virginia, September 8, 1825, at ninety days sight, in favor of Abner Robinson on T. A. Ronalds, New York, for $1500. Accepted 16th Septr.

2. J. Cox's Draft, dated Lynchburg, Virginia, September 10, 1825, at one hundred days date, in favour of Abner Robinson on T. A. R., N. Y., for $4700. Accepted by T. A. R.

The first protested	15th Decr., 1825,	$1500
The last "	19th " 1825,	$4700
		$6200

(Endorsed.) "[16.]"

(*Letter No.* 17.)

[Letter Number 17.]

"New York, Jan'y 26, 1828.

JOHN H. LEWIS, Esq.,
Huntsville.

DEAR SIR:

Yours of the 6th enclosing L. Maddox's Bill on Primer, Ward, King & Co., at 60 days, for Seven hundred and Eighty-seven Dollars is this day received. The draft is accepted and placed to your credit. My last letter to you was on 11th Jan'y, to which I refer relative to Abner Robinson's claim.

I am writing day and night in preparing to leave home. The thoughts of it (at times) almost distracts me. I sometimes wish I had laid my bones on the road on my last journey. My nervous system is almost destroyed. I think I shall be able to start the 10th Feb.

Yours truly,
T. A. RONALDS."

(Endorsed.) "[17.]"

(*Letter No.* 18.)

[Letter Number 18.]

"JOHN H. LEWIS, Esq.,
Huntsville.

DEAR SIR:

As I am now departing from this place, I beg leave to give you the following instructions, relative to the transaction of Business for my account which I have intrusted to you, viz:

1st. The furniture of Cox to be sold as soon as can be advantageously done, and proceeds placed to the credit of Note for the Rent.

2d. The House of Cox in Huntsville to be sold for $6000, one fourth Cash, and one fourth Cash in 1, 2 and 3 years, secured.

3d. Use your early energies to procure the Recision of the Contract for the Russellville Works, and have the sum of B. Cox's secured immediately after.

4th. With Armor's acceptances you must use every possible means to get all the money in full anyhow.

5th. After the Russellville contract is fixed, secure the note for $10,000 by mortgage payable by installments bearing interest.

6th. Please to keep the Debts distinct, and when you make a remittance say for what account it is.

7th. Let me know when you have settled Abner Robinson's acceptances, as I shall be very anxions to learn of the clearance of that business.

8th. If any arrangements can be made in adjusting the claims on Armor by which you have the consent of Clay & McClung and yourself, and still hold Joshua Cox, you will embrace it.

(*Letter No.* 18 *continued.*)

N. B. I hold J. Coxes guarantee for the $5,000 d'ft of Geo. Holloway on Armor.

9th. As I have been a great sufferer by J. Cox, I give you hereby a full and complete power to get all you can, and take every step to collect the money soon, using your judgment for me as for yourself.

THOS. A. RONALDS.

Huntsville, 11 April, 1828."
(Endorsed,) "[18.]" "(M.)"

(*Letter No.* 19.)

(Letter Number 19.)

"New York, 9 May, 1828.

JOHN H. LEWIS, Esq.,
Huntsville.

DR. SIR—

By this you see I am home. I left your place 11 April, and arrived here 30 April: time 19 days, stopping four days on the Road, making my Journey 15 days; the traveling was pleasant, and not fatiguing. The Road from Nashville to Louisville is good, and travelled in three days. From thence to Pittsburg, pr. S. Boat, in five days; thence to Philadelphia in 3½ days, and one day to New York. The letters you gave me were duly delivered.

The Drafts rec'd of you accepted. I found my family well, my business as usual, but the money market quite disturbed; the pressure is over, although money is in brisk demand. But two or three failures here, and them of no moment. The principal one is Ralph

Olmstead, whose dry good trade is in S. Carolina and Georgia. There are several heavy failures in Philadelphia. One is Mr. Toland a Western Dry Goods dealer.

Mr. Andrews of Huntsville is here, and takes this letter to-morrow. As relates to my money matters, I find I shall need the aid of friends to keep along, should I be much disappointed in receipts this summer, as the general impression is that Remittances will come in slow, and sales not very brisk to the South this season. I hope you will keep a lookout for me as you have heretofore. I beg you will follow up the spirit of the Iron Works contract, as I place a good deal of dependance on that affair. I should be glad to have advice of your success in the garnishee suits, and of all other matters. Whenever you wish me to move in the Duncan Claim let me know. If you write Hicks & Sons, you may refer them to me for the Statement you gave of Cox's Debts.

Give my affectionate respects to Mrs. Lewis, and say that I shall not soon forget her politeness and kind attention to me, and I hope the period will not be far distant when Mrs. Ronalds and myself will have an opportunity to reciprocate your attention in our Domicile.

(*Letter No.* 19 *continued.*)

I have not forgotten the Book of Receipts for Mrs. Lewis; it will be forwarded as soon as I have liesure in the Evenings to transcribe them.

Remember me to inquiring friends, and with the best wishes for the health of yourself and family,

I am Your Friend,
THOS. A. RONALDS."

(Endorsed,) "[19.]" "(W.)"

(*Letter No.* 20.)

Letter Number 20.

"JOHN H. LEWIS, Esq.,
Huntsville.

DR. SIR—

I take the opportunity by Maj. Lowe of stating that I wrote you 9 May, pr. Mr. Andrews, and that my family and self are well.

With my best respects for Mrs. Lewis, and a kiss for the children,
I remain your Friend and Ob't s't,
THOS. A. RONALDS.

New York, May 24, '28.

I am very much engaged in bringing up matters that got behind during my absence. Business is not good, and I think we shall have a dull summer."

(Endorsed,) "[20.]"

(*Letter No.* 21.

Letter Number 21.

"New York, August 25, 1828.

JOHN H. LEWIS, Esq.,
Huntsville.

DR. SIR—

Your letter of 23 July, by Mr. De Vendel, is received. Miss Adelaide is quite well. My family are in the Country; when they return my wife and self will call on Adelaide.

Mrs. Ronalds has an addition to her number of children since my return from your Country, in the birth of a son, four weeks since, whom we have named Mason, after my dear lamented Brother.

I am sorry to hear of the indisposition of your family, and I wish they may have entirely recovered before this time. I notice your remarks relative to the Execution on the claims of the Estate of my Brother, and I much wish your expectations may be realized.

Joshua Cox has come to the stand that I did not expect. I have always supposed he would manage his debts without taking the Insolvent Act.

Has any thing been done in the claim of Duncan's. Have you any chance of selling or letting my House? I suppose you will not have much chance for it till Winter. How are the cotton crops this season, and how do the folks get on in Money matters this year?

(*Letter No.* 21 *continued.*)

Do let me know the result of the negotiation you begun in settling those Drafts to Abner Robinson. When I think of them I feel very unpleasant.

Should anything occur to defeat the arrangements for the Russellville Iron Works, let me know.

When you see Bartley Cox, tell him I have been anxiously waiting the letter he promised to write me, stating the result of the settlement with A. P. Harton, and I wish to know what has been done.

Business in New York this summer has been very dull. My business has been pretty fair. My health is good, and my family are well, and with these comforts I feel happy, notwithstanding the thoughts of my affairs in your country occasionally bring a damper on my reflections. Time only will settle all those matters. Give my best respects to Mrs. Lewis, and wishing you and yours health and happiness,

I am yr. fd. and obt. st.,
THOS. A. RONALDS."

(Endorsed.) "[21.]" "(Q.)"

(*Letter No.* 22.)

Letter Number 22.

New York, Sept. 4, 1828.

JOHN H. LEWIS, Esq.,
Huntsville.

DR. SIR:

Your letter of 10 Aug't is received. The draft of Mr. Patton on Jas. A. Brown & Co., @ 60 d. date 9 Augt., for twelve hundred dollars, is received and placed to your credit for the account of the estate of Mason Ronalds, deceased.

I am glad to be in receipt of this money, and believe you will be able to realize your expectations in forwarding the balance.

My last letter to you was dated 25 Augt., and given to De Vandel.

Give my best respects to Mrs. L.,

And believe me you. fr. and obt. sr.,

THOS. A. RONALDS.

The second of the above bills is rec'd with yr. letter of 16 Augt."

(Endorsed.) "[22.]" "(Y.)"

(*Letter No.* 23.)

(Letter Number 23.)

"New York, Oct. 27, '28.

JOHN H. LEWIS, Esq., Huntsville.

DR. SIR:

Your letter of the 26 Sept. is at hand some days. It found me in a sick bed with an attack of bilious fever, unable to attend to any business, and not allowed by my physician to put my mind into any whatever. After a few weeks confinement I am returned to business; my health is restored, but I am very weak; all my children have been sick; my wife was quite sick for a week.

The intelligence you give me relating to Robinson's bills is very cheering. I pray it may prove true, and that I may get whole out of that scrape. With regard to your proposed visit to Tennessee relative to the Iron Works. I approve of it, and beg you will take every step to accomplish that business.

You have a general power to act for me as for yourself. I am glad to hear the house is rented, but 'tis very low.

Do not let Harton shave me in that land business of his. Bartley Cox must look out for me.

With my best respects for Mrs. Lewis,

I am yours truly,

T. A. RONALDS."

(Endorsed.) "[23.]" "(R.)"

(*Letter No.* 24.)

(Letter Number 24.)

"New York, Nov. 24, '28.

Mr. JOHN H. LEWIS,
Huntsville.

DR. SIR:

A few days since I sent to James Armor, N. Orleans, a barrel of kidney potatoes, to be forwarded to John Hogan, Tuscumbia. You will send a bag and get a bushel of them when they arrive. Mr. H. is apprized of this.

I promised him and you to send some of those potatoes for seed. Should they suit your climate and soil, you will find them a valuable addition to your garden vegetables. The price here is 50 cts., other potatoes 25 to 30 cts. pr. bushel. This shows their preference. The soil should be moist, as they require more wet than corn. You can experiment by planting some in different soils. Should you succeed in boiling them the water should be poured off when done, and they become dry and mealy, if not, they get water-soaked and their goodness is gone.

(*Letter No.* 24 *continued.*)

I promised Sam'l Morgan some also; please give him a part for his Garden experiments. I wish you may be successful, and that the potatoes will suit your climate. If so, I may have the pleasure of of eating some of the produce with you some day hereafter.

My family and self are well. With my best respects to Mrs. Lewis,

I am Yours truly,
THOS. A. RONALDS."

(Endorsed,) "[24.]"

(*Letter No.* 25.)

Letter number 25.

"Washington City, Dec'r 16, 1828.

JOHN H. LEWIS, ESQ.,
Huntsville.

DR. SIR—

Unexpected business brought me to this city for a few days. I leave tomorrow for home.

While here, James C. Mitchell, M. Congress from East Tennessee, has applied to me to buy my house at Huntsville. He sais he has decided to remove there in May next, and when he was in H'ville in

September last, Mr. McClung named and showed him my house. Mr. Mitchell sais he is candide in saying the situation and House is the best in H'ville.

He wishes to make a permanent residence in that House. He offers $5000 in five annual payments, the first payment to be made 25 September, 1829. I told him that would not do.

He replied that he would purchase on those payments. Whatever the price would be. I replied, I would name a price and write him on the subject; he then said he would wait my answer.

Now sir, what ought to be the price of this property, on those payments? I Mean the fair price to Mitchell as purchaser and me as seller.

Mr. Mitchell sais he is willing to pay a fair price. You will much oblige me by an early reply with your views on this subject.

Excuse my scrawl. 'Tis late at night. Give my best respects to your lady, and believe me Yours truly,

T. A. RONALDS.

Dec'r 16–28."
(Endorsed,) "[25.]"

(*Letter No.* 26.)

Letter number 26.

JOHN H. LEWIS, ESQ.,
Huntsville.

DR. SIR--

I have just time by this mail to say that your letter inclosing L. Maddox's draft on Prince & Co., a 60 ds. for $1849 $\frac{13}{100}$ is received; it was presented and refused, acceptance Messrs. Prince & Co., say that the guarantee of Mr. Maddox for his draft is incomplete and the draft will not be accepted or paid until complete.

Messrs. Prince & Co. have written Mr. Maddox on this subject, 20 Dec'r. Mr. Maddox must pay the postage of this letter.

In haste Yours,

T. A. RONALDS.

Jan'y 5, '29."
(Endorsed,) "[26.]"

(*Letter No.* 27.)

Letter number 27.

MR. JOHN H. LEWIS, ESQ.,
Huntsville.

DR. SIR--

My last letter was on or about the 5 Jan'y, Stating the receipt of Maddox's Bill on Prince, Ward & Co. for $1849 $\frac{13}{100}$, Noted for nonacceptance, that letter was written in haste, with intention of writing you more particularly afterwards.

A few days after I was unexpectedly obliged to leave home in consequence of the Stoppage of a paper maker with whom I am largely concerned, and being kept from my business much longer than I anticipated I have but recently returned to my Regular Business.

On my return, I found your letter of 26 Dec'r., & 4 & 7 Jan'y.; that of 14 Decr., was rec'd. before I left home, and Conrad Maddoxes Draft on Prince & Co., which I informed you was not accepted. Prince & Co. called and accepted the Bill, two days ago; saying, at the same time, the difficulty about Mr. Maddox's Bill was removed, and that his draft hereafter would be honored. I have examined the statement sent by you of the Collections from the Estate of Mason Ronald's, Dec'd., it appears to be correct, and I have made the proper entries in my Books to correspond.

I notice the information in your letter of 26 Dec'r., relative to the Draft of Cox to Robinson for $4,700. It is very gratifying, & I hope will prove true, so as to clear me, but I beg you to watch this suit, for there is no checking that man. As to the Bill for $1,500, in Hopkins & Birney's hands, I shall be more astonished than ever if I have any thing farther to do with that; Because, Bartly Cox told and *assured me*, that I must never trouble myself about it, but go home at ease, he would arrange all if I would be quiet; this he told me last spring.

As to the matter in arbitration with B. Cox & Harten; it never was contemplated that H. should be paid anything at all. The improvement he alledged to have been made on the farm, *was understood* to go to the interest due on the first payment unpaid, (and for which you brought suit,) and as a consideration for taking the place *off his hands.* This was perfectly understood by B. & J. Cox and myself, and they must not have forgotten it. I cannot consent to such an allowance as that you state, ($550) it is downright robbery on the part of J. Cox & Harten.

I wrote some months ago to B. Cox on this subject and am yet unanswered, although he promised last Spring to write frequently. You certainly have had much trouble with Joshua about the Furniture. As he has acted so to you I cannot expect better from him. In relation to Harten's business we are witnessing his villainy in every direction.

I hope you will pursue the Iron Works affair with diligence until completed.

The copy of Tales of My Grandfather, by Walter Scott, is presented to Miss De Vendel.

The contents of your letter of 4th Jan'y is noticed, particularly relating to the House. I shall write to Mr. Mitchell myself on the subject, my price will be $5000, 1, 2 and 3 years. As to the water works, I should be willing to make a sale to your Corporation, for stock redeemable in ten years. If I could at any time hereafter dispose of the scrip in parcels for money, as I might wish to sell or

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convert the Stock into funds. If I sold I should risk the scrip put into small sums, say $100 a share, transferable, bearing interest.— Please give your ideas of it and as to the price. The Works have been expensive, but that is over, I shall now get returns.

If your Board does not buy I shall make a lease of them to Morgan on such terms as will suit me. But I would rather sell. I think the property ought to be owned by the Town, so your folks all told me.

I shall write to Clay & McClung on the subject of my business with them.

Tell Sam'l Morgan he will hear from me in a few days. I will arrange the business with him to his satisfaction. I thank you for your good wishes for my health and family; we are all well.

On my late journey of 250 miles from home, which I have stated

(*Letter No.* 27, *continued.*)

in the fore part of this letter, owing to the bad and frozen Roads the stage was turned over twice. The last upset injured me much and caused my journey to be extended. This, together with my absence from business at a time when I was most wanted home, and lastly the amount of money involved with the Paper Maker's failure, has given me a nervous affection that makes me sometimes miserable, and so much has it increased on me, (with the previous effects of former troubles,) as at times to prevent my writing entirely. My spirits are good, and my determinations to overcome my difficulties and hopes are not yet broken.

Wishing you may never experience my distressess, and that you may enjoy with your amiable wife and children

every felicity you may desire,

I remain your friend and ob. st.,

T. A. RONALDS."

(Endorsed.) "[27.]" "(D.)"

(*Letter No.* 28.)

Letter Number 28.

New York, 20th Oct'r, 1829.

JOHN H. LEWIS,

Huntsville.

D'R SIR:

"Your letter of 28th Sept. relative to the purchase of my house has been at hand a few days. I have come to the following conclusion, viz:

I will sell the House at Huntsville for $6000 Dollars in four payments.

$1000 to be paid on delivery of the Deed.

Mortgage for the Balance of $5000 held until payments are made.
$1000 " " in May 1831.
$2000 " " in May 1832.
$2000 " " May 1833.

Possession of the premises with delivery of the deed in April or May, 1830," the time that I presume you have Rented the House for the present year.

I am *satisfyed* the price of the property is very low and will not sell it for less. At one time I would have taken a good deal less for the property, but that period has passed, and I can afford to let the property lay until it brings that price I have now fixed for it.

Having surmounted my Alabama troubles in a great degree, I will not make any more sacrifices hereafter. If my terms should be accepted, you will inform me what papers will be necessary to arrange for the sale. Mind, I do not give anything else but a Quit Claim Deed, or rather John D. Wolfe is to give the Quit Claim, as the property stands in his name.

The purchaser must satisfy himself of the Title.

(*Letter No.* 28, *continued.*)

I have had a hard summer's confinement to business, and not to much profit. Last April my clerk took sick, and has not done anything since; he is now in the last stage of consumption. Hoping he would get better, I confined myself too laboriously to business, and had to neglect my correspondence, as well as other things. I am yet in the same way; I cannot find a person to fill his place exactly. My family have been much sick with intermittent fevers this season, and are not yet all well.

Shortly after my return from your place last year, we had a son, which we named Mason, after my lamented brother. This child lived until last week—was a sweet, promising boy, and healthy until a few days of his death. He died of dropsy in the head, occasioned by difficult dentition of the first back teeth; aged sixteen months.

I assure you the loss of this child has grieved me more than I had any idea of. I was extremely fond of him, and often thought of my poor brother when calling his name. It seems every heart-string I ever possessed has been strained to the utmost. What will come next the Lord only knows. I hope this will find you and yours all well. Remember me kindly to Mrs. Lewis, and tell little Mary I have not forgotten her.

Yours truly,

T. A. RONALDS.

P. S.—In my price for the house I have said nothing about the interest, which I have calculated in the principal sum I have put down. As soon as convenient, let me hear a little how my affairs stand generally. T. A. R."

(Endorsed.) "[28.]"

(*Letter No.* 29.)

[Letter Number 29.]

"New York, Nov. 18, 1829.

JOHN H. LEWIS, Esq.,
Huntsville.

DR. SIR:

My last letter was on the 20th Oct. In this day's paper, the New York Courier and Enquirer, I see the inclosed law notice. I went to the office, and saw the original in a letter from Otey & Kenkle, dated Huntsville, 26th October, directing the publication. I beg your attention to this matter. If I am brought further into difficulties by the instrumentality of Joshua Cox or his agents, I wish you to have the matter settled in the best way you can for my interest. You will see there is a mistake in the spelling of my name, which is so in the original paper here in the printer's hands. If anything can be done to deprive these fellows of their attempts to rob me by pleading this, do so. I have forgotten the nature of the agreement made between Harten and myself, relative to this land. I supposed I had a copy of it, but have not found any among my papers.

(*Letter No.* 29, *continued.*)

I wrote Joshua Cox last winter, and had a letter from him dated 14th May, in which he says everything but on the business I wrote him. I have written three letters to Bartley Cox on this business, and have never had a letter from him since I left his house along with you. Really, I am astonished beyond measure at B. Cox. He was one of the gentlemen to settle the business, and promised to write me as soon as he had completed it. Do write me immediately, and tell me what is best to be done.

Yours truly,
T. A. RONALDS.

J. Harten has obtained an award that I should pay him for any improvements on the farm. I should have had notice of that from the arbitrators, and if my arbitrator, B. Cox, has acted faithfully in this business; and there is no way of getting clear of it. You may buy up paper of Harten's. Truly, this affair shocks me beyond anything I have yet met from Alabama or elsewhere. May the Almighty have mercy on the unprincipled mortals concerned in this matter. I could not fare worse from the hands of Turks, Indians or poor Negroes, than from these white men in a Christian land."

(Endorsed.) "[29.]" "[X]"

(*Letter No.* 30.)

[Letter Number 30.]

"New York, January 28, 1830.

Mr. JOHN H. LEWIS,
Huntsville.

DR. SIR:

Yours of the 14th Nov'r, with the statement of judgment on Abner Robinson's claim, is received. I am, and have been, so much astonished at this, that I could not command my nerves sufficiently to write you before now on this matter.

Pray, what is the best offer Hopkins has made for the house? and what do you suppose he will give, and when will the money be paid? Can I get the money from J. Cox by sueing on the acceptance to Robinson, at some future day? When will the $4,700 draft be settled and got hold of? How stands Horten's award? Has B. Cox returned from N. Orleans.

Please tell Sam'l D. Morgan that I wrote him 12th October, in reply to his of 19th September, and have no reply. Also tell him to forward his accounts by first private opp'y.

Respectfully yours,
T. A. RONALDS.

(Endorsed) "[30]" "G."

(*Letter No.* 31.)

Letter Number 31.

"New York, March 5, 1830.

JOHN H. LEWIS, ESQ.,
Huntsville.

DR. SIR—

Your letter of 18 feby is this day received. Herewith is the power you want relative to Entering for the Lands adjoining the tanyard tract.

I have only time to say that I wish this may find you and family in good health. My house has been a Hospital for two two months past four and five children sick at same time With mumps and scarlat fever. Yours truly,
T. A. RONALDS."

(Endorsed) "[31]"

(*Letter No.* 32.)

Letter Number 32.

"New York, May 14, 1830.

MR. JOHN H. LEWIS,
Huntsville.

DR. SIR—

Your letter of 1 April with Statement of the Debt settled with Hopkins and Burne on J. Coxes draft to Abner Robinson for $1500 has been at hand some time the amount thereof 2014\frac{66}{100}$ I take note of. This is a pretty severe business added to former scarings and I find all my Philosophy necessary to bear it. I certainly did not expect any thing of the kind when I last left your place--I was impressed with the assurances given me by Bartley Cox in your presence that the matter of both the Drafts would be arranged Your draft for 507\frac{50}{100}$ @ 90 days sight to Robert Toland is presented and accepted & I hope will be paid.—This being a very busy time with me.

I have not leisure to enter into matters relating to my affairs in your hands—Can only say I shall be anxious to hear from you as to the other Draft of Robinsons and other things you can Communicate and remain Yours

T. A. RONALDS."

(Endorsed) "[32]" "(T)"

(*Letter No.* 33.)

(Letter Number 33.)

"New York, May 31, 1830.

JOHN H. LEWIS, ESQ.,
Huntsville.

DR. SIR—

Your letter of 10 May has been at hand a few days. I have taken the first opportunity to abstract my mind from my Business here, to examine the papers &c., in my possession relative to my affairs in Alabama. My last letter to you was 14 May.

The information relative to Abner Robinson's suit vs. B. Cox which releases me from Joshua Cox is deft. is accepted by me for $4700 is Certainly gratifying, but I shall not feel at ease until I get back that draft. Can not you get it up and send it to me? or who has it?

(*Letter No.* 33 *continued.*)

I have examined the Agreement between Jas. Cox & myself, dated 29 May, 1826, (the original in your possession) relative to the Iron Works & Whelongs and Sugline's notes, &c.—and I have examined the Agreement between Bartley Cox and myself, drawn up by you, dated April 7, 1828. (Original also in your possession.) By the last Agreement B. Cox was to pay me on the Recession of the Contract of Sale made of the Iron Works to James Cox, the sum of $6325,67 on 1 May, 1829, and the like sum on 1 May, 1830—if the Contract is not rescinded in 1828—the times of Payment extended one year each—The titles to be delivered to B. Cox, subject to a Lien of J. H. Lewis for *monies* paid to Whiting & McLaughlin.—If the said Contract is not rescinded by May 1, 1829, it is void, and the certificates to be delivered up to J. H. Lewis, &c.

Now it appears to me that my claim on B. Cox is likely to turn out like all the rest of my claims on Joshua Cox, viz. into Lands or any thing but available Funds. I dare say B. Cox will be glad to get Clear of his responsibilities in any way he can, for I believe he has enough to get along with.

The Agreement does not state the amount of your Lien, nor how much you advanced Whiting & M.

You state B. Cox has returned the Certificates to you. If you really think it best to get Whiting & McLaughlin's Interest transferred, on giving up these notes, why do so, for I have always Considered them notes worth nothing. This matter has always been attended with so much Confusion of Claims, that I become bewildered when I attempt to bring the subject Clearly before me.

I can only say in general terms—& I do not see how I can get along with the matter, but to leave it with you as my attorney and full agent to act for me as for yourself—do the best to get the money or in such a state as the Claim will be secured & an Interest accruing to me for the same.

While I am thus giving my full powers I hope you are so placed with B. Cox, as that you can act freely and directly for my Interest without Coming in Contact with any obligations you may be under to him, as his Counsell in this or other matters.

(*Letter No.* 33 *continued.*)

I intended making a larger letter, but I do not think I can say anything more, at least on this subject, at present.

Mr. B. Patterson of your place is here, by him I will write a letter to McClung to prepare a bill, in the case of Henry Cook.

Meantime I am yours,

THOS. A. RONALDS."

(Endorsed.) "[33.]" "(&.)"

(*Letter No.* 34.)

Letter Number 34.

"DR. SIR:

I wrote you, 31 May pr. mail in reply to yours of 10 May.

I do not exactly understand what case you are concerned, in which you name Henry Cook, or I have forgotten it; at all events I inclosed a letter to McClung to prepare the papers you require.

THOS. A. RONALDS.

J. H. LEWIS, Esq.,
Huntsville.

(Endorsed.) "[34.]"

New York, June 2, 1830."

(*Letter No.* 35.)

Letter Number 35.

"New York, July 7, 1830.

JOHN H. LEWIS, Esq.,
Huntsville.

DEAR SIR:

Your letter of 17 June, relative to the house in Huntsville, arrived here during my absence in the country.

I have conversed with several gentlemen from your place, whom I have seen here within the last twelve months, from them I learn that the house is *very low* priced at six thousand dollars. You state that if the purchase is made, half will be paid down and half in 12 months. I have concluded to name the price I will sell at, which is five thousand five hundred dollars. Three thousand paid on delivery of the deed, and two thousand five hundred dollars in twelve months, secured to be paid punctually at the time.

The price you state as offered, $4,500, I will not take, 'tis far below the value of the property.

The situation of the property is the best in your town, and I have no idea of sacrificing the property in an unreasonable manner. My last letter to you was on 14 and 31 May, the latter per Mr. Bradley, to which I refer as a reply to your letter of 10 May.

(*Letter No.* 32 *continued.*)

I should be glad to hear from you soon, relative to that negotiation in that letter.

Yours truly,
THOS. A. RONALDS."

(Endorsed.) "[35.]"

(*Letter No.* 36.)

Letter Number 36.

"New York, Aug. 2, 1830.

Mr. JOHN H. LEWIS, Huntsville.

DR. SIR:

My last was on 7 July, stating the price and terms of my house, &c.

Mr. Sledge, of your place is here, he has stated to me the object of purchasing this property is for a Female Seminary, and he did not think the association would give even $4,500. I told him I had stated the price to you at $5,500, but as the property was for a public purpose I would name $5000.

Terms, viz., $2000 on possession.
2000 in 12 months.
1000 in 24 months.

I have taken various modes of ascertaining the value of this property, and I am satisfied that $5000 is below its intrinsic and prospective value.

Indeed, one person from your town told me that there was not another spot like it in the town, and that if it was owned by any person residing there, and for sale, he would get from one to two thousand dollars more for the property than I could. Mr. Sledge states that the gentlemen of the association think of buying a house near mine for $4,500, belonging to a Doct. Wodden, but that they would give my house the preference at the same price. I do not recollect the situation of Dr. W.'s house, but for a public seminary, or any public purpose, the high site of my house is very commanding, and preferable to any place in the town.

I do think the gentlemen ought to purchase this house of me, and I hope they will. Yet I should be very sorry to lose the chance of selling it. If I was on the spot I might be able to work it better. Yet I should be disposed to make some deduction to get the money. If I could get $4,500 paid down in N. York funds here, I do not know if I would take it. To conclude, you must watch the matter closely, and get $5000 if possible, and if you cannot get that, get as near it as you can.

(*Letter No.* 36 *continued.*)

My family are well, wishing this may find you in same state, and presenting my best regards to your Lady.

I am yours truly,

THOS. A. RONALDS.

I have given my terms in writing to Mr. Sledge, which he will hand to the Gentlemen, and you will see if they purchase. I give *Quit claims*, and you will understand the nature of the Titles which they must Satisfy themselves of, I give no Warrantee Deeds.

I will thank you for an early letter. I wish to know the result of the Suit on the Large Draft of J. Cox to A. Robinson."

(Endorsed) "[36.]" "(S.)"

(*Letter No.* 37.)

Letter Number 37.

"New York, August 13, 1830.

MR. JOHN H. LEWIS. Huntsville.

DEAR SIR—

Yours of 29 July is this day received. I wrote you 2 August Pr. Mr. Sledge of Your Town, Stating that my lowest price for the House and Lot was $5000; terms, 2000 down, 2000 in 12 months and 1000 in 24 months; a Copy of my letter to Mr. Sledge is answered, on reflection I had altered my price from $5,500 to $5000. Mr. Sledge was instructed by the trustees to call on me on the subject.

It is probable this letter will reach you before Mr. Sledge gets home, If so see the Trustees immediately and Close with them for $5000, half down and half in 12 months agreeable to there offer.

The property is cheap to the Trustees at this price, and I think with you, that I had better embrace the Chances of a Sale. You know the situation of the property, and will therefore be best qualified to draw up the Deeds—as I had Conveyed it to John D. Wolfe for a particular purpose—you will say if that deed has been recorded—if so a release from him will be necessary; I could not ask him to give a warrantee Deed, neither will I give one myself—the purchasers must satisfy themselves of the Title, I will give Quit Claims or release to the property—I believe the Title good so said McClung when he drew up the Deed for it.

In relation to the Iron Works business, and Whiting's & McLaughlin's notes, I will merely say that I must leave the matter

(*Letter No.* 37 *continued.*)

and arrangement entirely to yourself, the part relating to W. & McL. Notes you must be the best Judge—I never Considered them Notes worth anything as to their responsibility. I supposed the payment would take place from Contingent Circumstances that would happen, when connected with others in the Iron Works. As that has not taken place, you must adopt the plan you proposed to secure the amount by Lien on the Land and the Course you have suggested, I suppose is the only one we can operate upon—get W. & McLaughlin's Interest in the Title and give up their Notes, if the Title is worth the having, and as you state it I believe so.

I think I have fully answered your letters, and

Remain Your Friend,

T. A. RONALDS."

(Endorsed,) "[37.]"

(*Letter No.* 38.)

(Letter Number 38.)

"New York, Sept. 25, 1830.

JOHN H. LEWIS.

DR. SIR—

My last letter to you was on 13 August; In which I stated the terms of Sale for the House in Huntsville. Mr. Burney was here about two weeks since and proceeded towards Boston in pursuit of Professors, &c. With him I conversed about my House, and Stated what I had written you as the price thereof, I understood him that the first payment would be made in January or Feby., and the other half one year afterwards.

I regret that I have altered my Original Determination in the price of $5,500 for the property, for I was told by a person from your place a few days ago, that I have agreed to sell it too low, he stated that the property at $6000 was much better than the Trustees of the Academy Could do any where else. As I have Stated my terms I will agree to take $5000 as stated to you, but if there Should be any demur or declination on the part of the Trustees, I shall ask more.

You Can tell the Trustees that the first payment must be made in a Draft for $2500 on this City, Phlia. or Balto. Remitted me, I will not lose anything off that Sum for discount on Exchange or difference of money, I must have the nett amount paid here in N. S. Bills or paper of equal value.

Has the Judgment been discharged Connected with J. Coxe's draft to Abner Robinson for $4700, and when will you Send it to me? A line at your leisure will oblige me. Myself and family are well, Present my best respects to Mrs. Lewis, and wishing this may find You all in goood health.

I Remain Your Friend,
THOS. A. RONALDS.

JOHN H. LEWIS, Esq.,
Huntsville.

(Endorsed,) "[38.]" "(U.)"

(*Letter No.* 39.)

Letter number 39.

"New York, January 18, 1831.

JOHN H. LEWIS, Esq.,
Huntsville.

DR. SIR.

My last letter to you was on 19th October, in reply to yours of 26 September, relative to the offer for my House, since which I have not heard from you. I wrote Turner & Erskine on 12

Oct'r,* stating that I could not sell on the terms they proposed, which was for me to give a warranty of title. I explained to Mr. Birney, when he was here, that I would give a release, or Quit Claim Deed and nothing more, except so far as to warrant from me and my heirs. I have not heard any thing from the parties in reply. As I am without any letters or news from Huntsville in a long time, I should be glad to hear from you; and whatever you can communicate, good or bad, as relates to my concerns, I wish to hear.

Very respectfully your friend,
T. A. RONALDS.

* I wish you to see that letter. Please ask Dr. Fearn to show it, if you have not already read it.

I had forgotten to present my respects to Mrs. Lewis.

My family are in good health now, but I have had much sickness this last fall with my family, and in my business I have been much troubled in consequence of losing my clerk by death, in September. He lived with me nine years, and was my main stay. I have not been able to supply his place, and am therefore kept hard and close at work. I hope this will find you in your usual good health, spirits, and activity, and in the high road to the acquirement of a competency, which will prepare the way for a dignified retirement from the bustle of the busy world. That you may live long in the enjoyment of rational comfort, is the wish of your friend,

T. A. RONALDS.

I would here observe, that in selling the House in Huntsville, I never will depart from my resolution as respects the Title; so you may say to any person wishing to buy, that I warrant *that I warrant* as against myself and my heirs, and no more."

Endorsed, "[39.]"

(*Letter No.* 40.)

Letter number 40.

"N. York, Feb'y 2, 1831.

JOHN H. LEWIS, Esq.,
Huntsville.

DEAR SIR.

I am mortified, vexed, and provoked beyond expression, at seeing this attachment advertisement in the morning's paper.—To have my affairs exposed here in this manner is too bad. My wounds of 1826 are ready to bleed again. I cannot endure it.

Jared J. Sample wrote me under date 7 Nov. last, relative to a claim he had against Sam'l D. Morgan, for about $90. I replied to this letter, 24th Dec'r, referring him to Morgan. I also wrote Morgan, 24 Dec'r, sending him a copy of Sample's letter, and

desiring the acc. to be adjusted without delay, since which I have heard nothing until I see in this morning's paper the above ad'vt.

Please call on Morgan, and ask him to show you my letter of 24 Dec'r—and then I wish you to attend to the matter. If the man is honestly entitled to his debt, he must be paid by Morgan from the first receipts in his hands. I wish you also to examine Morgan's acc's. If they are not right, and if he does not attend to the business of mine, inform me at once, that another Agent may be appointed without any delay. I am serious, and do not mean to be neglected. You have full power to act for me.

Yours respectfully,
T. A. RONALDS.

STATE OF ALABAMA,
Madison County.

Circuit Court.—Term held in the 1st Monday after the 4th Monday in October, 1830.

Jared J. Sample *vs.* Thomas A. Ronalds. Foreign Attachment.

Came the Plaintiff, by his Attorney, and on his motion, and it appearing to the satisfaction of the Court that the Defendant is a non-resident—It is therefore ordered, that this cause be stayed six months, and the said Defendant appear here on or before the first Monday after the 4th Monday in April next, replevy his attached estate, and plead to issue, &c., and that a copy of this order be published four weeks successively in the New York Courier and Enquirer.

A copy, serv.

L. MEAD,
Clerk, &c., C. M. C

(Endorsed) "[40.]" "[N.]"

(*Letter No.* 41.)

Letter number 41.

MR. JOHN H. LEWIS, Huntsville.

DR. SIR.

Your letters of 3 and 6 March are rec'd in due course of mail. First in order, I will notice the matter in your letter of 3 March. Having written to Morgan for an explanation of the attachment of Sample, I wait patiently for a reply, before I decide what course to pursue. Tell Morgan I must hear from him without more delay. What is best to be done with Harten and that Lund? I have written B. Cox frequently, and never had a line from him. The statement in your letter of 26 September, relative to money collected on the acc. of the Estate of Mayson Ronalds, I examined, and placed it in my books to your debt for $392.$\frac{58}{100}$. I ought to have noticed this in my letter of 19 October in reply.

Nothing would afford me more pleasure than your company in this city, and I hope you can come this summer.

(*Letter No.* 41 *continued.*)

I have a room and every thing else at your service. A few days after your letter of 6th March came, I received one from Colonel Lindsay, a copy of which is annexed, and also a copy of my letter to him in reply. I have not an answer from him to my letter. Thus you see how the matter stands in relation to the draft for $1800 rec'd from him. The draft is lodged in the Merchants' Bank of this city, who will collect it, subject to a charge of one per cent., which is what the U. S. Bank charges for collection at Cincinnatti.

Yours, truly,
T. A. RONALDS.

(The Copy referred to.)

New London, Connect., 26 March, 1831.

MR. THOS. A. RONALDS,
Sir,

By advice of Mr. John H. Lewis, of Huntsville, Alabama, I forward you the above draft on Mr. David Collins, of Chilicothe, Ohio, for collection *tro'* the U. S. Bank at Chilicothe. I request the following disposition of the amount to be made when collected, viz., place nine hundred dollars to the credit of J. H. Lewis on your books, and the other nine hundred place in the hands of Major C. B. Tallemadge, Paymaster U. S. A., who will present you with a letter from me containing an order for the amount.

Signed, WILLIAM LINSDAY, Col. U. S. A.

(Copy of Reply.)

New York, March 28, 1831.

COL. WM. LINSDAY, New London, Ct.
DR. SIR,

Your letter of 26, with draft on David Collins, of Chilicothe, for $1800, is rec'd this day by Major Talemedge. I went to the U. S. B. Bank with the draft for collection, and was informed by the Cashier that the U. S. Branch at Chilicothe was discontinued some time ago, and that the Bank here would only collect at the Branch at Cincinnatti. I have learnt that the Merchants' Bank of this city collect in Ohio, and have lodged the draft there for collection, subject to a charge of the difference of exchange at the time of collection, which will be about one pr cent., as the Cashier informs me; this mode is the only one I know of to collect the money. Some days ago I rec'd a letter from Mr. John H. Lewis, of Huntsville, a copy of which is annexed, by which you will find he has requested the amount of the draft to be placed to his credit, and will draw on me at 90 dys for $1200. The instructions of your letter is to place $900 to the credit of Mr. Lewis,

(*Letter No.* 41 *continued.*)

& pay $900 to Major Talmadge. Pray how *come* I to act with these letters before me? I will thank you for an early reply for my *goverment*, & that I may write to Mr. Lewis in reply to his letter.

Very respectfully, your ob't ser.

(Signed,) T. A. RONALDS."

Endorsed "[41.]"

(*Letter No.* 42.)

Letter number 42.

"New York, April 28, 1831.

MR. JOHN H. LEWIS,
Huntsville,

DR. SIR,

My last to you was on 8th April, since which I have received a letter from Col. Lindsay, a copy is subjoined for your information and government in relation to the draft on Collins and your drawing on me.

Your draft on R. Coelman for 367\frac{93}{100}$, was accepted 11 April. Please tell Saml. D. Morgan I am yet without any letters from him, & I wish to know the cause of his silence.

I understand the U. S. Bank do intend establishing a Branch in Huntsville. If so, I hope they may purchase my house.

Be good enough to ask McClung how the McClung suit stands, & tell him you will act as amanuensis if he does not, if he does not feel disposed to drop me a line.

Respectfully yours,

T. A. RONALDS.

(The Copy referred to.)

New London, 18 April, 1831.

MR. T. A. RONALDS,

Sir,

Your commun't of March 28 has just reached me. I regret that any difficulty should occur relative to the disposal of proceeds of draft on Collins for $1800, but half of it only belongs to me, the other half to a brother of mine, who strictly ought to have been a party to the draft. It is true, Mr. Lewis is disbursing money for me at Huntsville, but without any understanding that he was to draw on me. I have handed his draft for the whole amount belonging to me, to wit, $900, by authorizing you to pass so much to his credit. This is all I can or will do, & I shall expect you to pay $900 to the order of Major Talmadge, which is authorized to receive it in my name. My letter apprising Mr. Lewis of this arrangement, reached him by due course of

(*Letter No* 42 *continued. The Copy referred to continued.*)

mail about the 12th this month. I trust, therefore, he will not draw, but should he do so, I cannot accept for more than $900, and request you, therefore, to consider this letter as a peremptory requirement that $900 shall be paid into the hands of Major Talmedge. I am Very Respectfully

Yours,

(Signed,) WM. LINDSAY."

(Endorsed,) "[42.]"

(*Letter No.* 43.)

Letter Number 43.

"New York, May 1831.

Mr. JOHN H. LEWIS,
Huntsville.

DR. SIR—

Yesterday Col. Wm. Lindsay of New London, called on me, and received Nine hundred dollars, being half of the amount of his draft on D. Collins of Chillicothe for $1,800. The other half is to your credit, to be drawn for on acc. Col. Lindsay, as he says. The Expence of collecting the draft was one pr. cent.—Eighteen Dollars—which Col. Lindsay paid me, and I paid the Bank.

My last letter to you was 28 April, since which I have not heard from you.

Col. Lindsay says he is removing to Boston to be stationed there, but is now on his way to Green Bay.

Yours Truly,

T. A. RONALDS."

(Endorsed,) "[43.]"

(*Letter No.* 44.)

Letter Number 44.

"New York, July 8, 1831.

Mr. JOHN H. LEWIS,
Huntsville.

DR. SIR—

Your letter of 29 April, with a postscript of 8 May, was delivered by Mr. Lowe about four weeks since. At that time I was engaged in removing my family to the upper part of the City, which occupied my personal attention in getting the House to rights for several weeks, with such time as I could spare from my store. I have now more time to devote to business, and I take up your letters among others for reply.

As your letter did not require an immediate attention, I deferred the answer until I had reflected well on the Water works concern. Mr. Morgan has not replied to any of my letters which I am not a little surprised at, when I urged him so much. I have now concluded to manage the Water Works in the following way.

(*Letter No.* 44 *continued.*)

As soon as Mr. Morgan surrenders them, I will employ a person to watch the Works, and have the water thrown up in the Reservoir only, in order to perform my contract with the Corporation of Huntsville. The main pipes for the distribution of the water to the people of the Town, I shall have *cut off*. This will stop me of all revenue which I consider of no consequence, as I shall not be worse off then than I am now. I shall, however, be at an expense of keeping a person to look at the works once or twice a day merely to watch the wheels and grease occasionally. If the reservoir is kept full, the works will require a very *little moetion*, merely to keep them in order. This Course I shall pursue until the works are sold. You can offer them for sale to any one that will purchase or to the Corporation. Be good enough to inquire and inform me what a man can be had for to attend to this duty.

I do not intend, friend or foe, to have any of the water from the pipes. They must all fare alike, and get their water from the Spring, as before the Works were started. I should be very happy to see you in this City, and I think you would find new clients by calling on your old ones, who would be ready to introduce you to their friends trading to your Country. I certainly should be glad of the opp'y to repay you in propria personia for your civilities shown me in Huntsville, and we could talk over our affairs. I have no doubt of your making money by the Jaunt. I think for variety you should come here, via Cincinnatti and the Lakes, thro' the western part of this State to this City, and Return by Phila., Balto., &c. Your Statement of the Expenditures on the House, &c., I preserve and enter on my Books. With my best respects to Mrs. Lewis,

I am Yours,

T. A. RONALDS."

(Endorsed,) "[44.]"

(*Letter No.* 45.)

Letter Number 45.

"New York, Aug. 30, 1831.

Mr. JOHN H. LEWIS, Huntsville.

DR. SIR—

Your letters of 6 and 12 Aug't are at hand. My absence to the Country with my Family has prevented an early reply.

With regard to Col. Lindsay's statement to you, had only drawn for $600 of the money deposited by him, I can say he is mistaken, and I cannot conceive how he has got that Idea. The following are the drafts I paid of yours, and in my possession.

(*Letter No.* 45 *continued.*)

Accepted	April 11	To R. Codman,	$367 $\frac{93}{100}$	pd.	13 June.
"	" 13	" Rodgers, Taylor & Co.,	301 $\frac{7}{100}$	"	15 June.
"	June 20	" S. Whiteman,	98 $\frac{54}{100}$	"	25 June.
"	" 21	" Isaac Kendle,	144 $\frac{55}{100}$	"	26 June.
			911 $\frac{59}{100}$		

Which I debited you for $911 $\frac{59}{100}$

On 18 May I received from Col. Lindsey, after collecting the Draft, through the Merchants' Bank, for $1800; half the sum I paid him, Balance so to your credit $900. Thus stands the matter in my Books. When your first two drafts were presented I *accepted* them and advised you of the same in my letter of 28 April, to which refer, I then supposed you would draw for the $1800 and of course took steps to collect the draft to meet payment of your drafts when they become due.

I am perfectly astonished at what you state. Col. Lindsey says that your draft on me for $500 will be honored on his accounts. I have no Funds of Col. Lindsey's, nor would I accept or advance for him without funds in hand. 'Tis all a mistake with regard to the Water Works. I feel sick and provoked to write or even think about them.

Mr. Sam'l D. Morgan proposed to Rent the Works at $650 per annum, under certain conditions which he stated in his letter. I answered that little more than a year ago, I partly consented and Requested him to put the agreement in form and send it for my examination, but, first, before I consented to that I must have an exhibit and settlement of the old acc. He remitted me $200 and promised to send the acc. After I had dunned and written until I became tired out, he sent me an acc. which is not very plain to me, and promised remittance of the Ballance very soon after. Since that I have written very frequently and am not favoured with even a letter. My patience is now exhausted and I cannot be worse off by a change, as the Works bring me in no money but the $200. I therefore wish you to show him this part of the letter Relating to his business, and I give you full power to settle the amount and place the Works in the hands of any person who will do better for me than it appears he does. I feel very unpleasant at this course of procedure, but Mr. Morgan cannot expect me to remain in a state of neglect so long a period. He would not like that course of conduct from any agent of his.

(*Letter No.* 45 *continued.*)

If Mr. Morgan pays up the rent and gets the old acc., then all is well, but he is to account for the delay. My last letter to Mr. Morgan was on 14 July by Mr. Fackler. Ask Mr. Morgan to show you my letter relative to the proposal for Renting the Works; they will explain the matter. In settling the acc's with Mr. Morgan, it will be necessary for you to have the acc's he sent me, which I shall forward you by the first private conveyance.

Respectfully Your Friend,

THOS. A. RONALDS."

(Endorsed,) "[45.]" "(BB.)"

(*Letter No.* 46.)

The letter numbered 45.

New York, 21 Dec'r, 1831.

Mr. JOHN H. LEWIS, ESQ.,
Huntsville.

DR. SIR—

About the 30 Nov'r I sent a paper Parcel directed to you by the hands of Mr. C. C. Narvell of the firm of Eichbaum & Narvell, Booksellers, Nashville City, the accounts of Mr. Sam'l D. Morgan for acc. of the Huntsville Water Works. Mr. Narvell promised me to have the parcel sent you by the first safe opp'y altho' he did not expect to reach home in three or four weeks. This was the first private opp'y I had in a long time. I had heard of Huntsville merchants being here this Summer, but they don't call on me, and they were off before I knew of their being in this city.

If you shall not have received the parcel by Mr. Narvell when this reaches you, please send for it.

A few moments examination of Mr. Morgan's accounts will show you how they stand, so as to enable you to adjust them. Mr. Morgan made propositions to me to Rent the Water Works on certain terms, which I replied to as will be shown by my letters to him on *his* profession. I, at same time, stated that I wished to have the account current adjusted before we entered into any written agreement, and I stated when he sent me the acc't current, he could send a form of agreement for my Examination. A long time after this, he sent the account current, but no form of agreement. Mr. Morgan's business will show how much I have received from the Water Works. He remitted me Two Hundred Dollars in a Draft on Brown & Sons, Baltimore, and that is all I have received. His accounts will show a great deal of money received for Water and from the corporation for acc. of the reservoir Building, and will also show a great deal of money for labour and materials, &c.

(*Letter No.* 46 *continued.*)

that has always supprized me & is unaccountable. I wish you to examine those accounts well, and get them settled the best way practicable. I think if you can imploy a good mechanic to do the work, & take charge of the works, & employ your Town Collector of Taxes to collect the rents, The Business may be easily divided and done.

Mr. Morgan wrote me, 28 August, (his previous letter was 10 August, 1830, upwards of a year,) last, stating that the works are in full & complete order & operation, and will last 10 to 15 years. He also requests me to impower an agent to settle the ac't. with him, and for this purpose I give you full power to settle the whole matter.

Should Mr. Morgan present some difficulties in the Settlement, or matters occur that would make it doubtful how you should settle, I should like to be advised.

As the first of January is close at hand, & he wrote me he wished to give up the Works. The Rents due at that period may be collected without delay.

I Never Could understand why Mr. Morgan was so anxious to Rent the Water Works, who appeared to be, & I always evaded his applications by replying to his letters, in stating that I wished to arrange old matters and accounts first, before I began or entered into new.

I wrote Mr. Morgan by this mail, stating that I have given you full power to close the Business.

Very Respectfully and truly Yours,

THOS. A. RONALDS.

Mr. Morgan's last ac't. was promised me a year before he sent it, it is not a regular Business ac't., he must have been much *prest* for time.

I have taken Copies of all the act's. sent you.

(Endorsed) [46] "(A. A.)"

(*Letter No.* 47.)

(Letter Number 47.)

"New York, July 17, 1832.

Mr. John P. Graham,
Huntsville.

Dr. Sir—

Your esteemed favour of 28 June, Came to hand a few days ago. Mr. Lewis was here and rece'd your letter, he appears much surprised, and said he would have that business of Hortens settled right when he returned home. The Sheriff cannot sell the waterworks, it

is a property that cannot be Levied upon. All I can ask of you is, to procrastinate the sale untill Mr. Lewis returns, for I am so ignorant of the claim, that I don't know what to say about it.

I am satisfied I do not Owe Horten One Cent.

Mr. Bartley Cox was to arrange the dificulty that existed, but I fear he has been faithless or careless in the business, and has led me into trouble.

Mr. Lewis left here on 14 inst. for Philadelphia, on his way home, a letter from you for him, reached here Yesterday, and I sent it to Philadelphia.

Very Resp'y. Your Ob't. Ser't.
T. A. RONALDS.

You might state in a public manner, that the Sale of the Water Works as advertised is incorrect, & that I have authorised You to Say that I do not owe Horten any thing, & this proceedure is gone into & sustained with improper motives, & Will become the subject of Legal investigation in due time.

Mr. Lewis Cannot be home by the first monday in August.

(Endorsed) "[47]" "(K.)"

(*Letter No.* 48.)

(Letter Number 48.)

"New York, August 27, 1832.

MR. JOHN H. LEWIS,
Huntsville.

DR. SIR—

I this day rec'd a letter from B. Cox, a copy of which is prefixed—from his Statement, Horten, Otey & Kenkle are much alike.

I wish you would attend to this matter, will it not be best for me to have a person at Limestown to look to this Property, and see what Cox has done?

Your letter of 26th July, by S. P. Church is received.

I attended & made the deposition you required.

Since your letter Come, I have endeavoured to See Mr. Bourdman, relative to the Smyrna Lands, but he is out of the City, and I am therefore unable to decide on your proposition. I wrote to see him when I shall write you. As to the Claim of the Louisiana Bank, I should like to know for what sum it might be extinguished, before I would be willing to settle. If the Bank is to be paid in full, I will lose all my Interest, before that shall be done—you had better proceed and See what Can be done & Let me know, or if you Can buy up the Claims for a few hundred Dollars, So as to get the title clear, why do so. Should I not agree with you for the Smyrna Lands, I will make another arrangement with you in regard to the Iron works, that I know will be quite satisfactory. I therefore *request you* to

proceed & acquire the perfect Title, & do all for me in those premises that you would do for yourself, & when every thing is accomplished, let me have a Statement, and we will then agree upon some terms. If we do not, rest assured the fault will not be mine.

Since you left here I have been most of the time in the country.

My family are well. I have not got the better of my complaint. Some days past has been quite cold, which has affected me very much. I hope yet to get well.

May this find you and yours in good health. My respects to Mrs. Lewis.

And believe me yours in sincerity.

T. A. RONALDS.

(*The Copy referred to.*)

"Brown's Ferry, Ala., 12 Aug., 1832."

MR. T. A. RONALDS,

DEAR SIR—

Yours of the 7 July is received requesting me to inform you relative to your business with A. P. Harton. We met as per agreement and valued the improvements and rents, and you and Harton was near about even on that score. Since that time Harton has made out an account against you for improvements, and assigned it to Otey & Kenkle of Huntsville, they have attached and obtained judgment against you in the County Court of Limestone for the amount claimed by Horton, and levied their execution on the Tanyard place and sold it, became the purchasers themselves and put Harton in as their tenant who has committed great depredations on the property by destroying the buildings, &c.

I did not know anything about this judgment until the property was to be sold. I immediately went to town to see about it, and when I got there the Sheriff informed me he had sold the property that day, &c.

Messrs. Otey & Kenkle are the responsible men, and you can no doubt recover heavy damages against them, they gave good security for their judgment.

You had best write to your agent in Huntsville and impower him to bring suit against them for all damages, costs, &c.

These men had attempted to get a judgment some time previous on this pretended claim. I attended and had that dismissed; I informed them that their claim was false every cent of it. I then thought they had abandoned it.

Your friend, &c.,

(Signed) B. COX.

(Endorsed.) "[48.]"

(*Letter No.* 49.)

Letter Number 49.

"New York, Sept. 12th, 1832."

JOHN H. LEWIS, Esq., Huntsville.

DEAR SIR:—

My last letter to you was on the 27 August. Yours of the 29 August, with a copy of the order of your corporation relative to the Water-works is received. After the most mature deliberation I have resolved to sell the Water-works, buildings and all the appendages, at public auction in your town, at as early a period as possible, say January next or *sooner*, I wish you to fix on the most proper *period* for the sale and the terms, and let me know. I think of having one-fourth cash and the other three-fourths in 1, 2 and 3 years, give me your ideas of it, and then I will fix the terms and give you positive instructions. I think the sale, &c., should be advertised in the Cincinnatti and Pittsburg papers, as those towns have engineers that may be induced to become purchasers. The sale will be positive and peremptory, whatever the works will sell for, this you will make known. I am too far away to own property of this kind, and I do not wish to employ any new agent to manage them, I wish you to make the most of the concern. Collect and remit the proceeds and make a commission of it, the more it brings the greater your commission will be.

My health is improved, I shall not go to Florida.

I shall be home this winter and I hope my health will improve so as not to require an absence from home at any time hereafter. I went to the country immediately after you left this place and have improved very much, My family returned last week. We are all well. The cholera has not yet subsided. Business has returned with those that left the city, and as the report of deaths by cholera are only returned weekly we don't think anything about it. Let me hear from you very soon. Remember me to Mrs. Lewis and believe me yours truly,

THOS. A. RONALDS.

Brown, Stennel & Co. say your bills were forwarded to Mr. Kent, Waterman's bills are accepted.

I am not so sure that you will win this bet. The election of this State and Pennsylvania will only decide."

(Endorsed) "[49.]" "[O.]"

(*Letter No. 50.*)

Letter Number 50.

"New York, Nov. 20, 1832.

JOHN H. LEWIS, Esq.,
Huntsville.

DR. SIR—

Referring you to my late letter stating the eventful circumstances that have occurred within my family circle, with my own indisposition, I now proceed to reply to the matters contained in your letters, the last of which is under date of 12 October, I am glad to hear that A. P. Harton's execution has been quashed, and still more happy to hear that McClung will be able to attend to that matter, present my best regards to McC., and tell him I feel a great interest in his prosperity and happiness and feel rejoiced to hear of his doing well.

Your remarks as to the sale of the Water-works, I have noticed, and fear they will not readily find a purchaser; under that impression I have had several interviews with a machinist of great talent and practice, who is in the employ of the Water-works Comp'y of this city, he will shortly furnish me a man who will go to your place to take the works in charge; the man has been sent to several places in Virginia on like business; has finished his engagements and is expected here very shortly. When he arrives here I shall see what can be done, and write you the result, in order to make a more complete bargain with him. I would be glad to have Mr. Cruse's statement of the precise revenue, which I have been looking for, as you stated Mr. Cruse would send me the exhibit of the first half year. I hope a better return than I have yet had. I hope to hear of no new difficulties on the part of your corporation.

On the subject of the Iron Works, I am now prepared to say, that under the circumstances of my affairs as in some measure explained to you personally when here, I cannot take any step that will involve me directly or indirectly in any commitment for expenditures or for the advancement of any moneys to sustain the works or make money out of them. If anything can be done by way of renting or leasing the property to iron masters, who will make the necessary improvements or expenditures in building, &c., and give them an improvement to lease accordingly, I am ready for that. I think it impolitic for us to expend money in buildings to be destroyed by others. The mode of leasing such property in this part of the country is, that the tenant pay the ground-rent, make the improvements, and sink their value in the lease according to its duration, this way the property is better preserved for owner and lessee. Should you not be able to affect any lease of this kind, it is better to sell the property and close the concerns.

To be candid in my views, I now say, that the recent events of my family has left me with impressions of a different nature from anything I had ever in my mind before. I feel as if my property and effects were held by a different kind of a tenant, and I am resolved not to allow my thoughts to rest as strongly on them as I once did. I therefore will not jeopardize the property I have, by any new operation out of my immediate management, and I am perfectly satisfied with my home affairs and comforts, and if not large, I am content with them and mean to be happy. This resolution of mine may cost me much, but I am sure of an easy mind, which I estimate now very highly.

Anything you can do to produce a revenue from the iron works, that will not involve me in debt, or that does not call on me for advances of monies, I shall like, provided that it is also to your advantage and profit, for I do not expect you to labour without *ample* remuneration.

From full thought on the subject, I must decline any operations in Florida lands, because they would increase my troubles and attention to matters from *home*, where I now wish every interest concentrated. Altho' it may take time and years to get all my interests brought home, yet if I never get them I will not grieve at the result. I certainly will not extend them.

I congratulate you on the result of your presidential bet; you are one of fortunes favourites. Remember me to Mrs. L., and oblige

Your friend,

THOS. A. RONALDS."

(Endorsed.) "[50.]" "(P.)"

(*Letter No.* 51.)

Letter Number 51.

"New York, 14 June, 1836.

DR. SIR:

I have received your favour of 14 May last, in which you propose to refer the affair relating to the sale of the house and lot in Huntsville to Chancellor Kent, which reference I would rather decline, as I do not pretend to make a legal question of it; the $2000 additional which you received for the sale of the house and lot, and which you offered to give me the benefit of, was a proposition of your own, and if you wish to retract it I must submit. I am very sorry you should have taken offence at Mr. Wolfe not answering yours of 18 Feb'y, 1835, he is now absent, but presume that it slipped his memory, or he thought it unnecessary, as it was your own offer, and he spoke of it as highly honorable on your part. You also inform me that the $500 you requested me to draw on you for at sight in one of your previous letters, was rents due me

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on the house and lot in Huntsville. I have now accordingly drawn on you for that amount.

Will you please urge the collection of the Cox bonds, and inform me in your next what prospects you have of getting it paid, and when, as well as the other claims you have in your hands for collection.

Yours respectfully,
MARIA D. L. RONALDS."

(Endorsed.) "[51.]"

(*Letter No.* 52.)

Letter Number 52.

"New York, Decr. 22, '34.

MY DEAR SIR:

It is now twenty-six days since I have been confined to my bed-chamber. My disease will house me until warm weather.

I have become satisfied that I never shall again be a well man. I have sold out my stock and retired entirely from Business on the 1st January. I have let out my store. I must now employ my time in settling up my affairs as speedily as may be done, not wishing to leave them to be settled by others who come after me. I have no copy of my last letter to you, an answer to which I have been looking for daily. It appears to me that nothing can be gained to me by keeping my House in Huntsville. I will sell it at Public Auction this winter; do let me know the best time to sell it, what will be the terms, &c.

I beg you to reply without delay. If you are going to Florida let me know who I shall get to attend to the Business in your absence.

My family are well. I hope this will find Mrs. Lewis and all in good health.

Believe me yours sincerely,
THOS. A. RONALDS.

JOHN H. LEWIS, Esq.
(Endorsed.) "[52.]"

(*Letter No.* 53.)

[Letter Number 53.]

"New York, Oct. 23, '34.

Mr. JOHN H. LEWIS,
Huntsville.

D'R SIR:

In relation to the Water Works of your Town I have come to the following determination.

From the nature of the Right held from the Town for the Works,

the owner thereof is bound to keep a supply of water for the reservoir. Now this I shall do and no more. I shall let the Remainder of the works go to ruins, or let them take care of themselves; it is no use to me to keep them in repair when I am not receiving a cent from them. I wish you to let me know what sum per annum I can get a man for, who will just look to the Works so far as to throw up the water to the Reservoir and nothing more, for all the other supply I shall have cut off. If you cannot attend to the business I beg you will refer it to some person in your Town who can do it for me.

My last letter to you was on 8th Sept'r, since which time I have nothing from you. To-day I have a letter from Sam'l Peete, Mayor of Huntsville, in which he says, the Board decline purchasing on any terms. I hope you will be able to effect a sale of my House this winter. Why will it not do to put it up at auction, to be sold positively 1-4 Cash, balance in 1, 2 and 3 years with interest? An early reply will oblige

Yours truly,
T. A RONALDS.

(Endorsed.) "[53.]" "(D. D.)"

(*Letter No.* 54.)

[Letter Number 54.]

"New York, Sept. 8, '38.

Mr. JOHN H. LEWIS,
Huntsville.

D'R SIR:

My last to you was on 30th June.

A few days since I received a letter from Mr. Sam'l Peete, Esq., Mayor of Huntsville, stating that the Corporation declined purchasing the Water Works.

If I supposed the Corporation had no intention of purchasing I would not have named a price or entered into any correspondence on the subject. Their declination, as stated by Mr. Peete, I do not think is very pleasant, because I think they should make me an offer, after I gave them my price. I write Mr. Peete this day that I had a right to expect an offer, and I wish him to state to the Board that I am waiting for an offer; if any ways liberal I would take without much hesitation. I wish very much the Board would make me an offer, so as to enable me to close up the Concern as soon as possible, and I want you to take such steps as will induce you to do so. Indeed I wish the works sold. I am waiting for an answer from Mr. Peete.

Since my last I have been to the country for my own health and that of my second Daughter, who was in a decline, and who terminated her earthly course on the 19th August, in the seventeenth

year of her age. This was my favorite child, (if such partiality should be in the mind of Parents,) and every thing I could desire. This affliction is the hardest I have ever had, and I do feel it most keenly.

I do trust you may not have the pain of parting with any of yours at this interesting period, if you do, remember me and my Expressions.

My family are now all well and Home. I am as usual like an old ship, not good for much. We have the cholera; but it is almost entirely confined to the strangers and the dissolute part of the floating population of our city. This year the Emigrants from the Old World are more numerous than ever, and of the worst class.

I hope this will find Mrs Lewis and family in good health; present her with my best regards, and receive for you all the best wishes of your friend

and Servant,
THOS. A. RONALDS."

(Endorsed) "[54.]"

(*Letter No.* 55.)

Letter Number 55.

"New York, June 30, '34.

Mr. John H. Lewis,
Huntsville.

Dr. Sir—

My last was 22 April. Your letters of 28 April and 9 May are received.

The Check of State Bank of Alabama at Decatur, for 1710^{44}_{100}$ On Phenix Bank Came to hand, and the amount received on the 10 June to your credit. I have paid your drafts as follows:

On June 10 to N. Marwicke,	. . .	531.00
" 12 to Gable & Thomas,	. . .	671.44
" 12 to R. Jaffru,	. . . .	202.37

Which add to your debit. I notice what you have done with the Debt of Bartley Cox, and I hope the money will Come forth from the mortgage.

I am ready to sell the House in Huntsville. My impression is that I always have Considered You as empowered to negotiate a sale for this House to any purchaser that offered; and I was in hopes that you would have had a chance of sale last Winter when Cotton was up, and things prosperous in Your Country.

In Conversation with a Gentleman of your place, I infer my House may be solde if it is advertised or made known that it is for sale, and I wish to Sell on the best terms You Can, as if you were Selling for Your self. I wrote Sam'l Peete, Esq., my terms for the Water Works, $10.000, in Ten or Twelve Years, and 6

per Cent. Interest in Corporation Stock. I hope I shall Sell at something near that price. The Corporation Can enforce the collections of the Water Rents, when an Individual could not do it, and if the Works were public property every person would be interested in saving them from Injury, the Collections would be made by the Town Collector at little Cost, and the amount of Rents would be increased to $2000 per annum without doubt. Respecting the Iron Works, we must wait for a Chance of Sale. I am still of the same determination respecting my own affairs and my health. As to the first, I shall keep what I have and husband my means, and for the last I could not be persuaded to leave home on any Consideration. I believe I shall live the time allotted to me, if I am Cautious and Careful of my health—the sacrifice of feeling and Comfort in leaving my Home and friends is too much for me to endure. I am not over anxious for life or wealth, and mean to be content with my lot, should it be premature disease and Death.

I wish You a prosperous and pleasant Tour to Florida, and I wish every Comfort and blessing may be the lot of You and Yours. Remember me Kindly to Mrs. Lewis and believe me

Yours truly,
THOMAS A. RONALDS."

(Endorsed) "[55.]"

(*Letter No.* 56.)

Letter Number 56.

"New York, April 22, '34.

MR. JOHN H. LEWIS,
Huntsville,

DR. SIR—

My last was on 18 March, in reply to yours of 28 Feb'y. I have expectations of soon hearing from you. To day I have received a letter from Sam'l Peete, Esq., Mayor of Huntsville, dated 4 April, Stating the neglected State of the Water Works and Wishing me to state a price for the same, payable in Corporation Stock, bearing Interest @ 6 pr cent. pr annum, redeemable in 1844, if the Board think propper. I cannot fix a price for this Works without some Idea from you of what I could obtain for them payable in this way. I should prefer having the money in short payments, but as that cannot perhaps be had, I will sell payable in Stocks, redeemable in 1844. I must beg of you to give me some idea of what I should ask, or what way I should direct my bargain so as to bring it to a Close. Please let me know what sum the Corporation would probably give for the Entire Concern. As I would wish to give the application an early attention, You will oblige me by letting me hear from You very soon.

I would remark You need not say any thing to the Corporation

about my having wrote you on this subject, but keep quiet, as I presume you would prefer remaining nutral on this matter. The settlement of the negotiation will eventually pass thro your hands. As soon as I hear from you I will forward my Terms, &c. Meantime I have written M. Peete, acknowledging the Receipt of his letter, and saying I will give him a full reply. Mr. Anthony, the Engineer, who visited the Works in the Winter, called on me recently, and said he had a notion of Locating himself in Huntsville, & would soon be able to decide when he would go, if so, We will probably make a bargain, Should I not sell to the Corporation.

Expecting the pleasure of an early reply,
I remain Your Friend and Ob't Ser't,
THO'S A. RONALDS.

(Endorsed) "[56]" "X Y."

(*Letter No. 57.*)

Letter No. 57.

New York, Feb. 7, 1833.

JOHN H. LEWIS, Esq.,
Huntsville.

DR. SIR:

Your letter of 22 Jan. is at hand. I noticed the contents thereof, and will reply to the various matters as briefly as possible. In relation to the Water Works, I am impressed with the idea that the inhabitants of your place think, that the Spring and everything about it should be public, and not the private property of any individual, and more particularly should not be held by any person residing out of the Town. I believe some would be glad to deprive any person of this property, so that they could get the water for nothing. I have seen and been told that such a feeling prevails.

With a view to overcome this state of things, and to ascertain the actual state of the Works from an Engineer of good judgment, my object has been to employ a man from this section of the country to take the Works in copartnership, which would eventuate in selling out to him. I have found such a man, whose talents as a machinist would be valuable in your country, and productive to himself. He lately finished an engagement at Abingdon, Va., and leaves there for your Town about the first of this month,—his name is Luther Anthony, he will show you my letter written him on 22 January; I am told Mr. Anthony has a perfect knowledge of all kinds of machinery, and can work as well as plan, he will lay his hand to anything, and I am told is a *working man*. I hope you will be able to retain him, as from the accounts given me, he is the very man to keep the works in order, and could do anything else in his line, that might offer in your country.

As soon as I hear the result of the Examination of the Engineer, I shall decide what will be best to do. The backing up of the

water by the Messrs. Fearns surprises me very much. If an action can be sustained with a certainty of recovery of damages, or anything that would prevent a recurrence of the act to preserve my property they must be prosecuted without delay, and you must give them notice of my determination. I wish to sell those works, and will sell at a great loss, and I wish you could devise some plan to enable me to sell them, and I would pay a good commission for the operation.

As to the Iron Works, I am under the same determination to sell them also, and with that view I wish you to advertise them for sale, or take steps to sell them in any way you may think best to get the most money. If you can find a person to buy my share, I will sell on reasonable terms, as I have not the money to make any loans to any person. I cannot do anything with Bartley Cox, so if my debt is to be lost on that account, then it must go. The loss of the Debt cannot make me worse off, and it will not distress me or ruffle my feelings, all I have suffered on that score has been done, and I have expiated my imprudence long since. I wish to close everything up that I have in your country, and hope it may be accomplished in a reasonable time. As to any advances you may be under on account of the $500 paid McLaughlin, (Interest) I presume you are now, or will be refunded from the rent of the house, and from the rents of the Water Works. I do not find any memo. on the papers you left me relating to any tools belonging to the Water Works. You left me only Morgan's account current. I am glad to hear of the health of Mrs. L., remember me to her and little Mary. You are getting rich in children very fast, and appear very prosperous in all your concerns. As to myself I am stationary, and not like to increase in health or getting wealth, my sole aim now is to keep the little I have, and exert myself to keep my energies for the comfort of my family. If I can live to sustain those views a reasonable time, (as long as I am permitted to live) I shall be satisfied and happy; my health is not restored, and I believe never will be perfectly. Cold weather and moist air affect my bronchial vessels, and then I keep home. I was advised to take a voyage to Europe, and spend some months in the south of France, and intended going the first of April next, but my wife and family connexion will not consent to my leaving home on any account, so that I must abandon that project. Yet I may go, it is probable I may retire from business before long if I do not get good health. I can live comfortably and economically in retiring with the scraps of my affairs, then my time will be entirely devoted to my children, and all the duties which a Christian parent is bound to perform—and when I am called from them and this world, I trust I may be found better prepared for the change than at former periods of my life. Wishing you and yours every comfort you may desire, temporal and spiritual, I remain yours ever,

Endorsed "[57.]" THOS. A. RONALDS.

(*Letter No.* 58.)

Letter Number 58.

"New York, March 18, '34.

JOHN H. LEWIS, Esq.,
Huntsville.

DR. SIR.

Your letter of 28 Feb'y is at hand. I have been intending to write you some time past, but a variety of cares have prevented me.

My last letter to you was 7 Feb'y, 1833, (so says my letter book). But I think I have written since. On the first of May last I sailed for England, and reached Liverpool in a short passage. I spent about three months travelling thro' Great Britain, and then crossed to France, where I spent some time; and returned home in November last. My health was improved by the excursion, yet not to restore it perfectly. This winter has been mild, and favourable to me, yet some changes of the weather has injured me. On the whole, I believe my health never will be as formerly. Yet with care and watchfulness, it may be prevented from getting worse. An absence from home like this, has given me many cares to look to, and altho' I frequently thought of you, my affairs have engrossed all my attention in preference to others from home. I wrote you that a Mr. Luther Anthony would visit your town, to examine the Water Works. He has done so. He returned here in December last, stating you were absent when he was at Huntsville. Mr. Anthony gives a favourable account of the Water Works, but says they are not understood nor worked well by those having them. He says that his health is not suitable for your country, or he would have remained there. I am still of the same determination not to expend any money or make any contracts of indebtedness for these Works or any other property I have in Alabama. As I told you when here, I have lived long enough to get over and forget my troubles and losses in your State; and I am quite *hapy* and contented to make a living in a *pecable* and quiet way, in preference to disturbing my mind and harrassing my thoughts in pursuit of wealth, at the expense of health and happiness.

A part of my property is still mortgaged, on account of my losses, and I should feel most *hapy* if you could dispose of the house in Huntsville and the Water Works, which would help to cancel my indebetedness here. I have frequently thought of putting up both those properties together in one lot, and selling them at auction to the highest bidder. Pray give me your opinion on this subject, and when is the best time to sell.

I have never rec'd any letters from Mr. Finlay, or any other

person, with statement of the Water Works, since Sam'l D. Morgan gave them up, altho' I have been expecting communications on that subject. I do not wish to involve you in any trouble or perplexity with these Works, but get the best man you can to manage them, so as to give me some revenue from them; but, at all events, do not commit yourself or me for any expenditures. If they will not keep themselves, then I say, let them go to ruins, or any other way. I should wish to know what C. Cox is doing, and the prospect of his paying his debt to me for the long note. Do favour me with a letter soon, with a statement of my affairs.

I beg to be remembered to Mrs. Lewis and Mary, who I think must now be getting an interesting girl, and will soon be able to take a journey to New York.

My wife and family are well.

With great regard, I remain

Your friend and ob't se'v't,

THO'S A. RONALDS."

(Endorsed,) "[58.]" "[C. c.]"

(*Letter No.* 59.)

Letter number 59.

"New York, Feb'y. 17, 1837.

MR. LEWIS.

SIR.

Your favour of 27 January has been rec'd. Those to which you refer, of the 5 Dec'r, advising me of the receipt of $3000 from B. Cox, and that of the 9th of the same month, enclosing the first of Exchange of Chaffes, Kirke & Co. on John W. Tilford, Philadelphia, for $1610, on acc't of the second instalment of the house in Huntsville, and that containing the duplicate of the same, have not been received, which is rather remarkable that all these should have failed in reaching me. I presume your letter to Mr. Tilford will cause him to pay the $1610; but should any unnecessary delay occur, I will inform you thereof. I have this day drawn upon you at twenty days' sight, agreeable to your request, through the Merchants' Bank of this City, for the three thousand which you advised me of having rec'd from B. Cox.

I regret very much there should have been any misunderstanding between yourself and Mr. Wolfe in the settlement of my late husband's estate in Alabama. I do not doubt, however, that upon his return from Europe, he will satisfactorily explain all that may have given offence. In the mean time, I shall feel much obliged to you by affording me all the information which you possess of the conditions of my late husband's interests in that quarter, both as to what has been in your hands, and what you know to be in the hands of others.

It is my wish to close that estate as speedily as it can be done without sacrifice of interest, that I can have what I may recover more immediately under my own charge. On the 13th June last, I received a letter from Mr. McClung, stating that there had been a suit in the county of Limestone, brought in the name of A. P. Harten and of Kenkle and Otey, which he had defended for Mr. Ronalds, and quashed the attachment. Subsequently a similar suit was brought in the County Court of Limestone, and judgment obtained, under which Mr. Ronalds' property was sold. He then presented the writ of error and removed the judgment; since which, he informs me, another suit has been brought, founded on the same demand, and advised me to defend it. I did not do so, under the impression it was in your hands and would be attended to. On 16th June I received a letter from Mr. Veelch, calling my attention to this suit, and representing that judgment would be obtained if I did not defend it. On 7th inst., I wrote Mr. James Robinson requesting him to defend the suit, and referred him to you and also to Mr. McClung, for the necessary information.

Respectfully,
MARIA D. L. RONALDS.

JOHN H. LEWIS,
Huntsville, Ala."

(Endorsed.) "[59.]"

(*Letter No.* 60.)

[Letter Number 60.]

"New York, June 26, 1844.

MR. LEWIS,

Sir:—

Your favor of the 10th June, with remittance of $1059.22, with which I am much gratified, as well as with the pleasing information that other payments will be made this year, and that the debt is good beyond all doubt. In the winter I authorized James H. Thomas, of Columbia, Tennessee, to take charge of my affairs, and endeavor to bring them to a close. Your absence prevented him seeing you. I presume he will wait on you ere long. Accept my best thanks for your attention.

With respect,
MARIA D. L. RONALDS.

Absence from the city prevented my answering your letter sooner."

(Endorsed.) "[60.]"

(*Letter No.* 61.)

[Letter Number 61.]

"New York, 22d April, 1840.

Mr. JOHN H. LEWIS,

SIR:

Yours of the 10th inst., is received, including first exchange of J. G. Finley and A. Finley & Co., payable in N. Orleans, for four hundred dollars, at six months from 20th March, 1839. I have, as directed, demand on you for one hundred and twenty dollars ($120), at three days' sight, which you will please honor. I hope to have the pleasure of hearing from you on your arrival at Huntsville, in answer to mine of 6th March.

Respectfully yours, &c.,

JOHN. D. WOLF,

Ex'r T. A. Ronalds.

(Endorsed.) "[61.]"

(*Letter No.* 62.)

[Letter Number 62.]

"New York, Nov. 10, 1832.

D'R SIR:

I have two letters from you unanswered, which I shall reply to in a day or two. The present is merely to say that the last five weeks has been a scene of disease and death in my family and connexions. First my wife's aunt died of cholera; next her uncle died of dysentery; and thirdly her grandmother, of same complaint. My wife has been confined to her room three weeks, and then gave birth to a boy. She and the child are doing well. But my lot has been severe. I was attacked with cholera in an awful manner the first week in October. I had bid farewell to all earthly scenes and thoughts; but with good nursing and early medical aid, and with permission of divine providence, I have been spared to my family. You may smile at my acknowledgments of an overruling providence, but, my dear sir, my principles are, and always have been, the same on this point, although you may sometimes have observed levity of speech on religious subjects in my conversation. I feel as if I have been much chastised in the course of my life, and I hope my last affliction may work out for me a happier state of mind than I have ever yet had. This disease of cholera is indeed awful and prostrating. It has so prostrated me as to make me indifferent to any of my affairs of business; add to that the deaths around me, that my mind was almost broken. I am just getting round to attend to business; this accounts for the silence of my letters. Remember me to Mrs. L.

And believe me yours truly,

T. A. RONALDS."

Mr. J. H. LEWIS.

(Endorsed.) "[62.]"

(*Letter No.* 63.)

Letter No. 63.

"New York, 6th Feb'y, 1836.

J. H. LEWIS, ESQ.
DEAR SIR:

Please find annexed a duplicate of letter sent you on 5 Jany—I have not Received any thing from you since yours of 26 March. We are very anxious to have this business closed. I hope you will immediately inform me what progress you are making, have you advertised the Lands for sale, or have you any offers?—Why does Cox not pay the money? it would be very acceptable here, did Mr. Rice toe the mark.

Respectfully yours, &c.
JOHN D. WOLFE, Ex'r.
Of T. A. RONALDS.

P. S. What does Mr. Elliot say about the payment of Mason Ronald's notes, which you recollect we found among Mr T. A. Ronald's papers at his house, it is dated August 11, 1825, at 6 mo's $128.50?

I should much admire the cash. Since writing the above I notice the Messrs. Hogans administered on the Estate, Mr. R—— wrote to Mr. James Elliot about my claim on 29th April, 1834.

Yours, &c.,
JOHN D. WOLFE.

J. H. LEWIS, ESQ."

(*The Duplicate Referred to.*)

"New York, January 5th, 1835.

J. H. LEWIS, ESQ.,
SIR:

Mrs. Ronalds and myself are desirous of knowing what progress you may have made in disposing of the Land, Russel's Valley and Limestone County, have you any offers and what are they? What has become of B. Coxes Bond for Twelve Thousand $, due 5 May, 1834? What is the reason the first installment is not paid? Why not compel the payment foreclose the mortgage? We are desirous of seeing this old business looking towards an end, and money at present would be very acceptable here, none more so.

I hope Mr. Rice completed his bargain.

Respectfully Yours,
JOHN D. WOLFE, Ex'r.

Have you any information from the Ex'r's of Mason Ronald's old Estate, when can any thing be expected from them.

JOHN D. WOLFE."

(Endorsed,) "[63.]"

(*Letter No.* 64.)

(Letter Number 64.)

"New York, 5 January, 1836.

SIR:

Mrs. Ronalds and mysslf are desirous of knowing what progress you have made in disposing of the Land, in Russel's Valley and in Limestone County.

Have you any offers, and what are they? What has become of B. Coxes Bond for Twelve Thousand $, due 5 May, 1834? What is the Reason the first installment is not paid? Why not compel the payment foreclose the mortgage? We are desirous of seeing this old business looking towards an end, and money at present would be very acceptable here, never more so.—I hope Mr. Rice completed his bargain.

Resp'y Yours, &c.,
JOHN D. WOLF, Ex'r.

J. H. LEWIS, ESQ.

A. M.

Have you any information from the Ex'r of Mason Ronald's Estate? When can any thing be expected from them?

J. D. W."

(Endorsed) "[64.]"

(*Deposition of George Cox.*)

JOHN D. WOLFE & MARIA D. L. RONALDS, Executor and Ex's of F. A. RONALDS, decd, *vs.* JOSHUA COXE. } In Chancery.

(*Int. to George Cox, by J. H. Lewis.*)

Interrogatories propounded to Geo. Cox Jr., a witness on the part of John H. Lewis.

Inter. 1st. Look at the account marked B, now before you, and purporting to be the account Current of Thomas A. Ronalds, with John H. Lewis, and say whether it is in your hand writing.

Inter. 2d. Had you any agency in making oute and settling said accounts, and with whom and when. If you say you had, say what agency you had in stating it, and with whom you acted in so doing.

Inter. 3d. State whether you Corrected any errors in said accounts at the instance and suggestion of said agent and if so, what errors.

Inter. 4th. Look at the letter marked A, now before you purporting to be a letter to John H. Lewis from John D. Wolf, dated New York, Oct. 26, 1837, and say if the said letter with the instructions therein was before you and the said agent at the time of stating and ascertaining said account.

Inter. 5. State whether the account as made oute by you was made in conformity with the said instructions in said letter, and if there was any deviations from said instructions, state what they were and why they were made.

Inter. 6. State whether or not the said letter of instructions were looked to, both by yourself and the said agent as your guide & rule in making oute said account?

Inter. 7. What objections, if any, were made by said agent to said account after the balanced had beein finally struck.

Inter. 8. State for whom said agent represented himself as acting, and if you have not done so in answer to previous interrogatories. State the agents name & his principal or principals?

Inter. 9. Did you know Joshua Cox, who is mentioned in said account? and if you did, say whether he failed in his pecuniary affairs, and if so, what kind of a faulterer was it generally Considered; and state whether you know the amount of his failure and when it occurred, and what were his habits.

Inter. 10. State any facts within your knowledge that may shew the degree of difficulty necessary to be used in obtaining money from him after his failure.

Inter. 11. State what you would regard as a fair per centum as Compensation for Collecting Money from Joshua Cox, after his failure.

Inter. 12. Do you know or can you set forth any other matter Or thing which may be a benefeit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination on the matters in question in this Cause? If yes, set forth the same fully and at large in Your answer.

(*Cross Int. to Geo. Cox by Compl'ts.*)

In the District Court of the United States of America, for the Northern District of the State of Alabama.

JOHN D. WOLF, Ex'r &
M. D. L. RONALDS, Ex'rx,
OF THOS. RONALDS, Dec'd.

In this Cause, James H. Thomas, of Columbia, Tennessee, is the Attorney and Counsel for Complainants. He having been Elected to Congress requested me to represent him in this Cause so far as to make a motion in Court to have the former Attorney & Counsel removed and to have the balance of the Money due Complainants from defendant paid over to them.

Pursuing the Custom of the profession, I made this motion for Mr. Thomas, & again renewed it at the last term of this Court which resulted in the order of reference. So far as I know, the Complainants have never heard of me as acting in their cause. Certain it is they have never confided its management to me under those circumstances. John H. Lewis has had no notice served on me that he will take the deposition of George Cox to be used in this Cause.

If the above facts Constitute me Attorney, Solicitor or Counsel for Complainants, then I file the following Cross interrogatories.

1st. Of your own knowledge Can you State that James H. Thomas was the agent of Complainants.

2d. Of your own knowledge Can you state anything aboute the Correctness of the several items of debit and credit as set forth in said account marked (B.)

3d.—If you know any, state what extraordinary efforts were made by said Lewis to collect said debts of Joshua Cox.

4th.—Were the services of said Lewis in collecting said debts worth more than those of other attorneys? If so, state in what did their peculiar value or ability consist.

5.—If, in answer to the fifth interrogatory, there was such a letter before you, then state if you know by whom said letter was written.

6th.—Are you acquainted with the handwriting of John D. Wolfe?

7th.—Were there not disputes between said Lewis and Thomas about some matters of accounts?

8th.—Was not the accounts made out by you done as a part of a compromise between the parties?

9th.—Did they agree before you made it out that your action upon it should be binding and conclusive upon them?

10th.—After you made out said account, did said Thomas assent to its correctness?

11th.—Did not Thomas object to items in said account? If so, specify what items he did object to.

12th.—Was not everything that was said and done before you said and done with a view to a compromise of the dispute between the parties, and was it not said and done in efforts made to effect a compromise?

13th.—Did Thomas agree or admit, after you had stated the account, that the balance as shown by it was correct and that complainants owed Lewis that amount?

14th.—Did he ever deny that this balance was correct and say complainants owed Lewis nothing?

15th.—Did he not say that Lewis owed them a balance?

16th.—Did not said Lewis for some years bring to Huntsville a large amount of iron-castings and sell them.

17th.—If so, in what years, and what amount each year, and for what prices did he sell them?

18th.—Where did he get them from? Did you ever hear him say?

19th.—Do you know the large brick house once owned and probably built by Joshua Cox?

20th.—What was the value of that house about the years 1829 and 1830?

21st.—What would have been a fair annual rent of that house from 1830 to 1836?

22d.—Do you know anything about the value of the rent of the Russel Valley Iron Works?

23d.—Did not Thomas say that the letter marked (A.) was not in the handwriting of said Wolfe?

JAMES ROBINSON.

District Court of the United States for the Northern District of Alabama, at Huntsville, in the State of Alabama.

JOHN D. WOLFE, Executor, and MARIA D. L. RONALDS, Executrix of THOMAS A. RONALDS, deceased.

vs.

BARTLEY COX.

In Chancery.

The deposition of George Cox, a witness on the part of John H. Lewis, taken upon interrogatories and cross-interrogatories, before the undersigned Master in Chancery for said Court, to be read, had and used by said Master, under an order of reference made by said Court, in the above entitled cause, at the November term thereof, 1848, and the said George Cox being by me first sworn to speak the truth, the whole truth and nothing but the truth, in answer to the annexed interrogatories and cross-interrogatories, deposes as follows:

(*Answer of Geo. Cox to Interrogatories.*)

1st. Intr.—In answer to which he says, He sees said account current, marked (B.), and says it is in his handwriting.

2d.—To which he says, In February, 1845, James H. Thomas, who claimed to be the representative of the estate of Thomas A. Ronalds, deceased, made an effort to settle the matters of account with John H. Lewis, and this deponent acted the part of clerk for said Lewis in stating said accounts.

3d.—To which he says, He corrected several errors and omissions which were indicated by said Thomas.

4th.—To which he says, He sees said letters, marked (A.), from John D. Wolfe to John H. Lewis, dated October 26th, 1837, with

instructions therein relative to fees; said letter was before me when I made out Mr. Lewis's accounts of fees.

5th.—To which he says, Said accounts were made out by him in conformity with said instructions, except Mr. Lewis instructed him not to strike balances from year to year as said instructions authorized.

6th.—To which he says, He looked to nothing but the instructions contained in Mr. Wolfe's letter in making out Mr. Lewis's account. Mr. Thomas made no objections to the basis on which the charges were made by Lewis, but complained of additional charges being made by said Lewis in cases where additional services were rendered in the same transaction.

7th.—To which he says, Said agent objected to the interest account charged by Lewis on the fees charged, and said that Lewis always had it in his power to retain his fees out of the collections made for Mr. Ronalds. When Lewis replied to this objection, that the interest was really paid by the debtor to the Estate of Ronalds in this Country, without any injury to the Estate.

8th.—To which he says, Said agent, Thomas, represented himself as acting for the Estate of Ronalds.

9th.—To which he says, Joshua Cox (whom he knew) was notoriously insolvent in 1825 and 1826; he thinks in the latter year his habits were very intemperate, and it was considered dangerous to have anything to do with him on account of his intemperance.

10th.—To which he says, He is not sufficiently acquainted with the nature of the transactions between said Lewis and Cox to give any information on the subject of the difficulties which Mr. Lewis encountered in securing Mr. Ronald's claims against him. All claims against Cox were at the time of his failure considered desperate.

11th.—To which he says, He knows that the fees charged in desperate cases like this were from 25 to 50 pr. cent. on the amount secured according to circumstances.

12th.—To which he says, There had been an account cast between Lewis and Ronald's Estate previously to the one which he made out, and the said agent, Thomas, pointed out the errors and omissions referred to, which deponent corrected; and said agent expressed himself perfectly satisfied with the punctuality, skill and diligence of said Lewis in securing the claims. The items of the account current were admitted by him to be correct, as also the professional services, with the objections before stated. Mr. Lewis proposed to refer the charges for fees and agencys, to any professional Gentleman in Huntsville, which Mr. Thomas declined. And to the said interrogatories further this deponent saith not.

(*Answers of Geo. Cox to Cross Int.*)

And to said Cross interrogatories said deponent answers as follows:

1st Cross Interrogatory.—To which he says, He knows nothing of said Thomas's agency for said Estate, but that he claimed to be the agent of said Estate, and was so requested by said Lewis.

2nd Cross Interrogatory.—To which he says, After the account marked B. was made void by him, said Thomas admitted its correctness in every item, but objected to some for professional services and agencies.

3d Cross Interrogatory.—Deponent knew nothing about the difficulties which Lewis encountered in settling with Joshua Cox, but he knew that said Cox's affairs were looked upon as being desperate in 1826.

4th Cross Interrogatory.—He does not think Mr. Lewis's services were more valuable than those of any other good attorney or agent.

5th Cross Interrogatory.—He knows not who wrote the letter signed John D. Wolfe, but that said Thomas regarded it as Wolfe's letter.

6th Cross Interrogatory.—He is not.

7th Cross Interrogatory.—He heard no dispute between Lewis and Thomas about the items of the account, except about the fees and interest as before stated.

8th Cross Interrogatory.—There was no compromise spoken of.

9th Cross Interrogatory.—No, it was not proposed to be so by either party.

10th Cross Interrogatory.—Said Thomas assented to the correctness of it, with the exception of some of the charges for fees and interests on them.

11th Cross Interrogatory.—Said Thomas only objected to the items for fees charged, and the Interest account charged on them.

12th Cross Interrogatory.—There was no proposition to compromise made by either party in the hearing of Deponent.

13th Cross Interrogatory.—The balance in favor of Ronalds Estate as shown in the acc marked B amounting to $2685 $\frac{48}{100}$ (which does not embrace the account for fees and interest in them) was admited by Thomas, but he did not admit the amount of the bill of Charges and interests amounting $9795.92. Which taken from the above ballance in favor of the Estate, left a balance in favor of Lewis of $7110.44 due 1st Feby, 1845.

14th Cross Interrogatory.—Said Thomas did not say or assert that said estate Owed said Lewis Nothing, but that the few Charges were extravigant.

15th Cross Interrogatory.—He did not.

16th & 17th Cross Interrogatories.—Deponent recollects that Lewis had some Castings for Sale in 1831 & 1832, which he said come from Russel Valley Iron Works, but deponent does not know what amount he sold, nor the prices at which they were sold.

18th Cross Interrogatory.—He never heard him say anything about it.

19th Cross Interrogatory.—He knew the House mentioned.

20th Cross Interrogatory—The Value of the House in 1829 and 1830, Was about four thousand dollars.

21st Cross Interrogatory—The Rent of the House from 1830 to 1836, Was worth about $250 pr. Annum.

22d Cross Interrogatory—He does not.

23d Cross Interrogatory—He did not.

And further this deponent saith not.

GEORGE COX."

Taken Sworn to and Subscribed before me this 14th day of December, 1848.

ELIJAH HANSBOROUGH.
Master in Chancery.

(Endorsed) "Lewis' Testimony."

(*Deposition of Elisha H. Rice.*)

(The Deposition of Elisha H. Rice, a witness for John H. Lewis.

JOHN H. LEWIS *vs.* RONALDS Ex'rs. } "In the District Court of the United States for the Northern District of Alabama.

In this cause the following Interrogatories will be propounded by John H. Lews to Elisha H. Rice, of the County of Madison and State aforesaid.

(*Interrogatories by John H. Lewis.*)

1st.—Are you acquainted with the hand writing of John D. Wolfe, of the City of New York?

2d.—If you say that you never saw him write, state whether you have ever seen or received letters, purporting to be the hand writing of said John D. Wolfe?

3d.—If you have ever received letters from the said John D. Wolfe, state the subject of them letters, and whether they were written in a representative capacity, or by him as an individual on his own account?

4th.—If said letters were written in a representative capacity, state what it was?

5th.—State whether you have acted upon such letters, as the letters of John D. Wolfe, and whether he knew of such acts and acquiesced in them?

6th.—State whether you have had any correspondence with him by letter?

7th.—State whether the letter now exhibited to you and marked (A.) is in the hand writing of said John D. Wolfe, according to the best of your knowledge and belief.

PARSONS & WALLACE,
Attorneys for Lewis.

(*Cross Interrogatories by Complainants, Ronald's Ex'rs.*)

In the District Court of the United States for the Northen District of the State of Alabama.

JOHN H. LEWIS *vs.* RONALD'S EX'RS.

Defendants will propound the following cross Interrogatories to Elisha H. Rice.

1st.—Did you ever receive a letter from John D. Wolfe, addressed to you? If so, when was it received?

2nd.—If you say you ever received such a letter from him, can now without referring to and examining that say you have any knowledge of his hand writing?

3d.—Can you from having received a letter or more from said Wolfe, say that you now remember and can swear to his hand writing?

4th.—Without looking at any letter you may have received, can you say how he signs his name? Does he sign it John D. Wolfe, J. D. Wolfe, or J. David Wolfe, or John David Wolfe?

5th.—Did you make the contract for the purchase of the house and lot in Huntsville, with John H. Lewis, as an individual, in his own right, or did you make it with him as the Attorney or agent of Ronalds?

6th.—At said sale, did he not claim to have bought the house himself?

7th.—To whom did you pay the purchase money for the house?

8th.—If you paid it to Lewis, did you pay it to him as the agent of said Wolfe, or as the agent of Mrs. Ronalds?

9th.—Did you not at one time deposit the purchase money or a part of it in the Huntsville Bank?

10th.—If so, how much and in whose favor and name did you deposit it?

J. H. THOMAS,
Counsel for Ex'rs. of Ronalds.

(*E. H. Rice's Answers to Int.*)

To the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, Interrogatories, deponent answers as follows:

To the 1st.—He says he is not, he never saw the man, nor saw him write.

To the 2nd.—He says, he has seen and received letters purporting to be from John D. Wolfe, of the City of New York, the letters so run and received by me were three in number.

To the 3rd.—He says said letters were written to deponent, on the business of Mrs. Ronalds touching her business as Administratrix of her deceased husband.

To the 4th.—This is answered as above.

To the 5th.—He says, yes.

To the 6th.—He says, yes as above stated.

To the 7th.—He says, he verily believes the letter now shown him, marked (A.) and signed by John D. Wolfe, is in the same hand writing of the letters received by him, by purporting to be in the hand writing of the said John D. Wolfe.

And to the Interrogatories, said Deponent saith not.

(*Answers of E. H. Rice to Cross Int.*)

To the 1st Cross Interrogatory—He says, he received three letters purporting to be from John D. Wolfe, of New York, one dated 7th April, 1836, one dated 19th Sept., 1837, and one on the 29th Nov., 1837.

To the 2nd Cross Interrogatory.—He says nothing further than he has hereinbefore answered.

To the 3rd Cross Interrogatory.—This is already answered.

To the 4th Cross Interrogatory.—He says, without looking, or without having looked at said letters so rec'd by him from said Wolfe, he can state that said Wolfe signed his name "John D. Wolfe."

5th Cross Interrogatory.—To which he says, He made said contract with John H. Lewis, and so took the deed for the same from said Lewis as the Atto. in Fact of Mrs. Ronalds, and the r'pts for the 1st and 2nd payments for said house and lot were or are signed by said Lewis as such Atto.

To the 6th.—He did not.

7th.—The two first payments were made to said Lewis as such Atto. The 3d was made to Mrs. Ronalds, or to said Wolfe, her agent.

8th.—Said two first payments were made to said Lewis, as the Atto. in Fact for Mrs. Ronalds.

9th.—The last payment he did deposit in the Huntsville Bank, and as deponent now recollects, to the credit of Mrs. Ronalds, and wrote to D. Wolfe accordingly.

10th Cross Interrogatory.—It was deposited as above stated. The am't so deposited was about $1,500, with two years interest on the same. Deponent gave $6,000 for said property, and further this deponent saith not.

E. H. RICE.

Sworn to and subscribed before me this 10th March, 1849.

ELIJAH HANSBROUGH,
Master in Chancery."

(Endorsed,) "Lewis' Testimony."

And afterwards, to wit, on the twenty-ninth day of November, being a day of a term of the District Court of the United States for

the Northern District of Alabama, begun and held at the court house, in the Town of Huntsville, in said District, on the fourth Monday of said month (November,) in the year of our Lord, one thousand eight hundred and fifty, was made an entry in the said cause in the words following, to wit:

(*Ord. at Nov.* 1850, *that Master's Rep. remain in Cl'ks office and each party allowed to plead ex'ns, &c.*)

"Come the parties by their solicitors, and on motion, It is ordered by the court, that the Master's Report filed during the present term of this court, remain in the office of the clerk of said court, for the instruction of each party, and that each party be allowed ninety days to file exceptions to said report."

And again on the said day of the term of said court last aforesaid, another entry in said cause was made, in the words following, to wit:

(*Ord. Nov.* '50, *allowing Master* $500 00.)

"Come the parties by their solicitors, and It is ordered that the Master be allowed the sum of five hundred dollars for his services and labor in investigating and making his report in the above case which sum will be paid him by the receiver."

And afterwards, to wit: on the sixth day of February, in the year of our Lord, one thousand eight hundred and fifty-one, was filed in the office of the clerk of said District Court, the objections of the said plaintiffs, to the report of the said Master, which are in the words and figures following, viz:

(*Plaintiff's objections to Master's Report.*)

JOHN D. WOLF and M. D. L. RONALDS, Executor and Executrix of THO'S A. RONALDS, *vs.* BARTLEY COX.

"In the District Court of the United States for the Northern District of the State of Alabama. In Chancery.

Objections taken by complainants to the draft report made in this cause by Elijah Hansbrough, the Master in Chancery, to whom this case stands referred.

Objection 1st. Complainants object for that said Master, in and by his said draft report hath stated and certified that he received and considered as evidence a deed between said Lewis and Bartley Cox, dated 7th April, 1828, the date being wrongfully put by him as 7th of April, 1830. Whereas said Master should have rejected and refused to consider said deed as evidence in this cause.

Objection 2d. Complainants further object for that said Master

in and by said draft report, hath stated and certified that he refused to charge said Lewis with $8900, as cash received by him of James Armor, on the claim in favor of said Ronalds against Armor. Whereas he should have charged him with said sum, because the proof shows he received it.

Objection 3d. Complainants further object for that said Master in and by his said draft report, hath stated and certified, that he refused to charge said Lewis with the sum of $600, the amount of Joshua Cox's note due to said Ronalds. Whereas said Master should have charged him with said sum, because by diligence he could have collected it.

Objection 4th. Complainants further object for that said Master in and by his said draft report, hath stated and certified that he refused to charge Lewis with the sum of $666 66, the rent of the Russell Valley Iron Works, for the year 1826. Whereas he should have charged him with said sum because he collected it.

Objection 5th. Complainants further object for that said Master in and by his said draft report, hath related and certified that he refused to charge said Lewis with $666 66, the rent of said Iron Works for 1827,

with $800, the rent of said works for 1828,
with $800, the rent of said works for 1829,
with $800, the rent of said works for 1830,
with $800, the rent of said works for 1831,
with $800, the rent of said works for 1832,
with $200, the rent of said works for 1833,
with $200, the rent of said works for 1834,
with $200, the rent of said works for 1835,
with $200, the rent of said works for 1836,
with $200, the rent of said works for 1837,
with $200, the rent of said works for 1838,
with $200, the rent of said works for 1839,
with $200, the rent of said works for 1840,
with $200, the rent of said works for 1841,
with $200, the rent of said works for 1842,
with $200, the rent of said works for 1843,
with $200, the rent of said works for 1844,

Whereas he should have charged him with said several sums because he collected them.

Objection 6th. Complainants further object for that said Master in and by his said draft report, hath stated and certified that he refused to charge said Lewis with $2883 75, the amount of Whiting & McLaughlin's first note to said Ronalds. Whereas he should have charged him with said sum, because by diligence he could have collected it.

Objection 7th. The Complainants further object for that said Master in and by his said draft report, hath stated and certified that he refused to charge said Lewis with $2883 75, the amount of

Whiting & McLaughlin's second note to said Ronalds. Whereas he should have charged him with said sum, because by diligence he could have collected it.

Objection 8th. Complainants further object for that said Master in and by his said draft report, hath stated and certified that he refused to charge said Lewis with 2883 75, the amount of Whiting & McLaughlin's third note to said Ronalds. Whereas he should have so charged him, because he might have collected it.

Objection 9th. Complainants further object for that said Master in his said draft report, hath stated and certified that he refused to charge said Lewis with $2014, the money paid by Ronalds to Abner Robinson. Whereas he should have so charged him, because the proof shows that B. Cox was liable for the same and Lewis could have collected it of him.

Objection 10th. Complainants further object, for that said Master in and by his said draft report, hath stated and certified, that he refused to charge said Lewis with $650, the rent of the water works in Huntsville for 1832, with $650, the rent of said works for 1833, with $650, the rent of said works for 1834, whereas he should have so charged him, because the proof shows, that Lewis collected these sums.

Objection 11th. Complainants further object, for that said Master in and by his said draft report, hath stated and certified that he allowed said Lewis a credit of $20 75 for taxes and interest upon his own oath, whereas he should not have so allowed, because Lewis could not prove that sum by his own oath, and because it does not appear in his affidavit.

Objection 12th. For that said Master, in and by his said draft report, hath stated and certified that he allowed Lewis a credit of $25.00 for printer's bill and interest, whereas he should not have allowed such a credit, because Lewis could not prove this sum, by his own oath, and this does not appear in his affidavit.

Objection 13th. For that said Master in and by his said draft report, hath stated and certified that he allowed Lewis, a credit of $200 00 for U. S. Bank notes. Whereas he should not have allowed such credit, because the proof does not show he ever paid it.

Objection 14th. For that said Master, in and by his said draft report, hath stated and certified that he allowed Lewis a credit of $24 65 for taxes and interest, whereas he should have allowed no such credit, because Lewis could not prove this sum by his own oath, and this does not appear in his affidavit.

Objection 15th. For that said Master, in and by his said draft report, hath stated and certified that he allowed Lewis a credit of $30 00, cash paid costs against Neal, sheriff, whereas he should have allowed no such credit, because the proof does not show he paid it, and it does show he should not have taken said nonsuit.

Objection 16th. Complainants further object, for that said

Master, in and by his said draft report, hath stated and certified that he allowed Lewis a credit for $2014 16, as cash paid by him as bail for Ronalds. Whereas, he should have allowed no such credit, for the proof shows that Lewis let a judgment go by default vs. Ronalds, when he could and said he would successfully defend it.

Objection 17th. For that said Master, in and by his said draft report, hath stated and certified, that he allowed Lewis a credit of $201 63, paid to Frain. Whereas, he should have allowed no such credit, for the proof does not show he paid it.

Objection 18th. For that said Master, in and by his said draft report, hath stated and certified that he allowed Lewis a credit of $155 43, paid Bibb. Whereas, he should have allowed no such credit, because the proof does not show he paid it.

Objection 19th. For that said Master in and by his said draft report, hath stated and certified that he allowed Lewis credit for $15 75, for taxes and interest in 1829; for $15 30, for taxes and interest in 1830; for $19 90, for taxes and interest in 1831; for $16 20, for taxes and interest in 1822; for $16 30, for taxes and interest in 1833; for $23 50, for taxes and interest in 1832; for $23 50, for corporation taxes and interest for 1833, and for $67 00 for corporation taxes and interest in 1834. Whereas, he should have allowed no such credits, for Lewis could not, by his own oath, prove either of said sums, and they do not appear in his affidavit.

Objection 20th. For that said Master, in and by his said draft report, hath stated and certified that he allowed Lewis a credit for $500 00, paid said Ronalds by Lindsay. Whereas, he should have allowed no such credit, for the proof does not show it was paid.

Objection 21st. For that said Master, in and by his said draft report, hath stated and certified that he allowed Lewis a credit for $59 37, for costs paid in rent vs. Armor. Whereas, he should have allowed no such credit, for the proof does not show that he paid it, but does show that he should not have dismissed said bill.

Objection 22d. For that said Master, in and by his said draft report hath stated and certified that he allowed Lewis a credit of $1610 00, for draft drawn on Tilford. Whereas, he should have allowed no such credit, for the proof shows the draft was not at Lewis' risk, and does not show that it was ever paid, but shows it was not.

Objection 23d. Complainants further object, for that the said Master, in and by his said draft report, hath stated and certified that he hath allowed said Lewis a credit of $8518 39, being 25 per cent. upon $34,073 58. Whereas, he should have allowed him no such credit, but should have allowed him only $1703 66, being 5 per cent. upon $34,073 58, for the proof shows that Lewis agreed to collect money for said Ronalds at 5 per cent., and in his account

on file in this cause, filed under a rule of court, he does not charge 25 per cent.

Objection 24th. Complainants further object, for that said Master, in and by his said draft report, hath stated and certified that he hath allowed said Lewis, commissions upon $34,073 58, which sum includes not only the amount collected by Lewis, but also the interest upon this amount, up to the date of the report. Whereas, he should not so have allowed commissions, but should only have allowed them upon the amount collected, $17,184 00, and their interest upon these commissions.

Objection 25th. For that said Master, in and by his said draft report, hath stated and certified, that he hath allowed Lewis commissions upon $19,608 40, which sum not only includes the sum collected, but the interest thereon. Whereas, he should not have allowed him commissions upon said sums, but only upon the sum collected, and because the proof shows that Lewis retained those commissions in his own hands.

Objection 26th. For that said Master, in and by his said draft report, hath stated and certified that there was no contract proven, by which Lewis' charges for services should be regulated. Whereas, he should have reported that *that* the proof showed that Lewis agreed to collect and remit for 5 per cent., and recover debts for 2½ per cent.

Objection 27th. For that said Master, in and by his said draft report, hath stated and certified that he hath allowed said Lewis larger and greater commissions and compensation than he hath charged in his account on file in this cause, filed under a rule of this court. Whereas, he should not have allowed him greater or larger commissions and compensation, than he hath charged in his said account.

Objection 28th. For that said Master, in and by his said draft report, hath stated and certified that he hath allowed Lewis credits for other and different sums of money than those charged in his said account now on file in this cause. Whereas, he should have allowed credits only for such sums as are charged in his said account.

Objection 29th. For that said Master, in and by his said draft report, hath stated and certified, that he hath allowed Lewis compensation for his said services as attorney and agent. Whereas, he should not have allowed him any such compensation, because the claim for such compensation did not arise or accrue within the three years next preceding the order of reference herein.

Objection 30th. For that said Master, in and by his said draft report, hath stated and certified, that he hath allowed said Lewis compensation for his said services as attorney and agent. Whereas, he should not have allowed such compensation, because the claim for such compensation did not arise or accrue within the six years next preceding the order of reference herein.

Objection 31st. For that said Master, in and by his said draft report, hath stated and certified, that he hath allowed Lewis compensation for services rendered to said T. A. Ronalds, in his lifetime, as such agent and attorney. Whereas, he should have allowed him no such compensation, because the claim for such compensation was not presented to either the executor or executrix of said Ronalds, within eighteen months after the grant of letters testamentary to them.

In all which particulars said Master hath committed errors against Complainants. Wherefore they ask that the said Master shall correct and reform his said draft in the above particulars.

THOMAS & ROBINSON,
Counsel for Complts.

(Endorsed.) "Filed in my Office, 5th Feb'y, 1851.
Test: B. T. MOORE, Clerk."

And afterwards, to wit, on the seventh day of February, in the year of our Lord one thousand eight hundred and fifty-one, was filed in the Office of the Clerk of said District Court, the exceptions of said Complainants to said Master's Report, which are in the words and figures following, to wit:

(*The Exceptions of Complts. to the Master's Report.*

"In the District Court of the United States for the Northern District of the State of Alabama. In Chancery.

John D. Wolfe and M. D. L. Ronalds, Ex'r & Extr'x of Thomas A. Ronalds, *vs.* Bartley Cox.

Exceptions taken by Complainants to the Report made in this cause by Elijah Hansbrough, the Master in Chancery, to whom this cause was referred to take and state account between Complainants and John H. Lewis.

First Exception.—Complainants except to said report, because the said Master hath therein stated and reported that he did, and in fact did receive and render as evidence, a Deed between said Lewis and Bartley Cox dated 7th April, 1828, the date being wrongly put by said Master as the 7th of April, 1830. Whereas said Master ought to have rejected and refused to consider said deed as evidence in this cause.

Second Exception.—Complainants further except, because said Master hath reported that he did, and in fact did refuse to charge said Lewis with $8900, as cash received from James Armor upon two claims in favor of Ronalds against him. Whereas he should have charged him with said sum, with interest thereon, because the proof shows that said Lewis received said sum of money, or at least could have done so, by diligence.

Third Exception.—Complainants further except, because said Master hath reported that he did, and in fact did refuse to charge said Lewis with $600, the amount Joshua Cox's note due to Ronalds. Whereas said Master should have charged him with the sum, because the proof shows that by diligence he could have collected it.

Fourth Exception.—Complainants further except, because said Master hath reported that he did, and in fact did refuse to charge Lewis with $666 66, the rent of the Russell Valley Iron Works for the year 1826. Whereas he should have charged him with said sum, because the proof shows that Lewis collected it.

Fifth Exception.—Complainants except, because said Master hath reported that he did, and in fact did refuse to charge Lewis with $666 66, the rent of said Iron Works for 1827; with $800, the rent of said Iron Works in 1828; with $800, the rent of said Works in 1829; with $800, the rent of said Works for 1830; with $800, the rent of said Works for 1831; with $800, the rent of said Works for 1832; with $200, the rent of said Works for 1833; with $200, the rent of said Works for 1834; with $200, the rent of said for 1835; with $200, the rent of said Works for 1837; with $200, the rent of said Works for 1836; with $200, the rent of said Works for 1838, with $200, the rent of said Works for 1839; with $200, the rent of said Works for 1840; with $200, the rent of said Works for 1841; with $200, the rent of said Works for 1842; with $200, the rent of said Works for 1843; with $200, the rent of said Works for 1844. Whereas he should have charged him with said several sums, because the proof shows that Lewis collected them.

Sixth Exception.—Complainants further except, because said Master hath reported that he did, and in fact did refuse to charge said Lewis with $2883 75, the amount of Whiting & McLaughlin's first note to Ronalds. Whereas he should have so charged him, because the proof shows, that by diligence Lewis could have collected it.

Seventh Exception.—Complainants further except, because said Master hath reported that he did, and in fact did refuse to charge Lewis with $2883 75, the amount of Whiting & McLaughlin's second note to said Ronalds. Whereas he should have so charged him, because the proof shows that by diligence Lewis could have collected it.

Eighth Exception.—Complainants further except, because said Master hath reported that he did, and in fact did refuse to charge said Lewis with $2883 75, the amount of Whiting & McLaughlin's third note to said Ronalds. Whereas he should have so charged him, because the proof shows that Lewis could have collected them.

Ninth Exception.—Complainants further except, because said Master hath reported that he did, and in fact did refuse to charge Lewis with $2014, the money paid by Ronalds to Abner Robinson. Whereas he should have so charged him, because the proof shows that B. Cox was liable for it, and that Lewis could have collected it.

Tenth Exception.—Complainants further except, because said Master hath reported that he did, and in fact did refuse to charge Lewis with $650, the rent of the Water Works in Huntsville, for the year 1832; with $650, the rent of said works for 1833; with $650, the rent of said works for 1834; and with $650, the rent of said works for 1835. Whereas he should have so charged him, because the proof shows that he collected these several sums.

Eleventh Exception.—Complainants further except, because said Master hath reported that he did, and in fact did allow Lewis as a credit $20 $\frac{75}{100}$ for taxes and interest, upon his own oath. Whereas he should have allowed no such credit, because Lewis could not prove that amount by his own oath, and because it does not appear in his affidavit, on file.

Twelfth Exception.—Complainants further except, because said Master hath reported that he did, and in fact did allow Lewis as a credit, $25 00 for printer's bill and interest. Whereas he should have allowed no such credit, because Lewis could not prove this amount by his own oath, and because this does not appear in his affidavit on file.

Thirteenth Exception.—Complainants further except, because said Master hath reported that he did, and in fact did allow Lewis as a credit, $200, U. S. papers. Whereas he should have allowed no such credit, because the proof does not show that he paid it.

Fourteenth Exception.—Complainants further except, because said Master hath reported that he did, and in fact did allow Lewis as a credit, $24 65, for taxes with interest. Whereas he should have allowed no such credit, because Lewis could not prove this amount by his own oath, and this does not appear in his affidavit on file.

Fifteenth Exception.—Complainants further except, because said Master hath reported that he did, and in fact he did allow Lewis as a credit, $30 00 cash paid costs to Neale, Sheriff. Whereas he should have allowed no such credit, because the proof does not show that he did pay it, and the proof shows he should not have taken such nonsuit.

Sixteenth Exception.—Complainants further except however, said Master hath reported that he did, and in fact he did allow Lewis as a credit $2,015 66, as bail for Ronalds. Whereas he should have allowed no such credit, because the proof shows that Lewis let judgment go by default vs. Ronalds, when he could, and said he would, successfully exert a recovery vs. Ronald's.

Seventeenth Exception.—Complainants further except, because said Master hath reported that he did, and in fact he did allow Lewis as a credit, $201 63, paid to Fearn. Whereas he should have allowed no such credit, because the proof does not show that he paid it.

Eighteenth Exception.—Complainants further except, because said Master hath reported that he did, and in fact he did allow Lewis as

a credit, $155 43, paid bill, whereas he should have allowed no such credit, because the proof does not show that Lewis paid it.

Nineteenth Exception.—Complainants further except, because said Master hath reported that he did, and in fact did allow Lewis as credits $15 75, for taxes and interest in 1829, $15 30; for taxes and interest in 1830, $19 90; for taxes and interest in 1831, $10 20; for taxes and interest in 1832, $16 30; for taxes and interest in 1833, $23 50; for taxes and interest in 1832, $23 50; for corporation taxes and interest, for 1833, $67; for Corporation taxes and interest for 1834, whereas he should have allowed no such credits, because Lewis could not, by his own oath, prove items for those amounts, and because they do not appear in his affidavit on file.

Twentieth Exception.—Complainants further except, because said Master hath reported that he did, and in fact he did allow said Lewis as a credit $500, cash paid Ronalds by Lindsey; whereas he *he* should have allowed no such credit, because the proof does not show that it was ever paid.

Twenty-first Exception.—Complainants further except, because said Master hath reported that he did, and in fact he did allow said Lewis as a credit $59 37, for costs of suit vs. Armor; whereas he should have allowed him no such credit, because it does not appear that Lewis paid it, and the proof shows he should not have dismissed said bill.

Twenty-second Exception.—Complainants further except, because said Master hath reported that he did, and in fact he did allow Lewis as a credit $1,610, draft on Tilford, whereas he should have allowed no such credit, because the proof shows the draft was not at Lewis's wish, and does not show that said draft was ever paid, but show it was not.

Twenth-third Exception.—Complainants further except, because said Master hath reported that he did, and in fact he did allow said Lewis as a credit, for $8,518 39, being 25 per cent. upon $34,073 58, whereas he should have allowed him no such credit, but should have allowed only $1,703 66, five per cent. upon each amount, because the proof shows that Lewis agreed to collect for five per cent., and in his account filed in this cause, he does not charge twenty-five per cent.

Twenty-fourth Exception.—Complainants further except, because said Master hath reported that he did, and in fact he did allow Lewis commission upon $34,073 58, which sum includes not only the amount of money collected by Lewis, but the interest upon that sum, to date of his report; whereas he should have allowed him commissions only upon $17,184, which was the sum collected by Lewis, and the interest upon their commissions.

Twenty-fifth Exception.—Complainants further except, because said Master hath reported that he did, and in fact he did allow Lewis five per cent. commissions upon $19,608 40, which sum includes not

only the sum of money collected by Lewis, but the interest which hath accrued thereon to date of his report; whereas he should have allowed him commissions only upon the amount of money he collected, and not upon the interest too, and the proof shows Lewis retained those commissions.

Twenty-sixth Exception.—Complainants further except, because said Master hath reported and stated there was no contract proven, by which Lewis's charges for services should be regulated; whereas he should have reported the proof showed a contract by which Lewis agreed to collect and remit for *for* 5 per cent., and to recover debts for 2½ per cent.

Twenty-seventh Exception.—Complainants further except, because said Master hath reported that he did, and in fact he did allow larger and greater commissions and compensation for Lewis's services upon the amount of money collected and recovered by him than he hath charged in his accounts filed in this cause, under a rule of this Court; whereas he should have allowed him no larger or greater compensation upon the amounts received and collected, than he hath charged in his said account.

Twenty-eighth Exception.—Complainants further except, because said Master hath reported that he did, and in fact he did allow said Lewis, credit for other and different sums of money from those charged in his said account; whereas he should have allowed him credits only for such sums as are charged in his said account.

Twenty-ninth Exception.—Complainants further except, because said Master hath reported that he did, and in fact he did allow Lewis compensation for his services as agent and attorney; whereas he should not have allowed him any compensation for said services, because said claim for such compensation for said services did not arise or accrue within the three years next preceding the order of reference herein.

Thirtieth Exception.—Complainants further except, because said Master hath reported that he did, and in fact he did allow Lewis compensation for his services as agent and Attorney; whereas he should not have allowed him such compensation, because said claim for such compensation, did not arise or accrue within the six years next preceding the order of reference in this cause.

Thirty-first Exception.—Complainants further except, because said Master hath reported that he did, and in fact he did allow Lewis compensation for his services rendered as agent and Attorney during the life of said Thomas A. Ronalds; whereas he should have allowed him no such compensation, because said claim for such services was not presented to those Complainants, as the Executor and Executrix of said Ronalds, or either of them, within eighteen months after the said grant of Letters Testamentary to them; nor did said Lewis ever commence any suit on said claim for compensation, and said Master should have held the bar of the statute of non-claim good.

In all which particulars complainants say said Master committed

errors against them.—Whereupon they ask that said report of said Master shall not be confirmed, but that said matters of account be recommitted to him with directions to correct said errors and audit said account and reform his said report in all of said particulars.

THOMAS & ROBINSON,
Counsel for Comp'ts.

(Endorsed) Filed in my Office this 7th day of July, 1851.
Test, B. T. MOORE, Cl'k.

And afterward to wit, on the 20th day of May, being a day of a Term of the District Court of the United States for the northern District of Alabama, begun and held at the court-house in the Town of Huntsville, in said District, in the third Monday in said month, (May) in the year of our Lord, one thousand eight hundred and fifty-one, an entry in said cause was made as followeth, to wit:—

(*Order at May* '51, *giving leave to J. H. L. to file exception. Order, May* '51 *to con.*)

"Come the parties by their solicitors, and on motion of John H. Lewis by his solicitors, leave is given him to file exceptions to the Master's Report within ninety days from this time.

And it is further ordered that this cause be continued."

And afterward, to wit, on the eighteenth day of August, in the year of our Lord, one thousand eight hundred and fifty-one, were filed in the office of the Clerk of said District Court, the Objections of the said John H. Lewis to the said Master's Report, which are in the words and figures following, to wit:

The Objections of John H. Lewis to Mr. Martin's Report.

In the District Court of the United States for the Northern District of the State of Alabama.

JOHN D. WOLF and M. D. L. RONALDS, Executor and Executrix of THOS. A. RONALDS, v. BARTLEY COX. } In Chancery.

Objections taken by John H. Lewis to the draft report made in this cause by Elijah Hansbrough, the Master in Chancery, to whom this cause stands referred.

Objection First. Because the said Master refused to allow said Lewis commissions for the liquidation of ten thousand dollars secured by the purchase of a house from Joshua Cox, and interest on said commissions from the year 1826.

Objection Second. Because the said Master refused to allow said Lewis any compensation for his services in procuring from

Joshua and Bartley Cox, an exchange of notes whereby he received from Ronalds a note for $12,000 in lieu of one for $12,000 the former falling due two years sooner than the latter, being a gain to said Ronalds of $1920.

Objection Third. Because said Master refused to allow said Lewis any compensation for afterwards securing said $12,000 note, by taking a mortgage on said Joshua Cox's property, at the request of said Ronalds, said B. Cox being then in doubtful circumstances.

Objection Fourth. Because said Master refused to allow said Lewis any compensation for obtaining from Joshua Cox, a transfer of his interest of one-third in the Russel Valley Iron Works in 1826, therewith $4000.

Objection Fifth. Because said Master refused to allow said Lewis any compensation for his services in obtaining from Joshua Cox their notes on Whiting & McLaughlin, for $2,883 75 each, due 23d May, 1828, 1829 and 1830.

Objection Sixth. Because said Master refused to allow said Lewis any compensation for procuring from William H. McLaughlin, a relinquishment of his interest in said Russell Valley Iron Works, being one-third.

Objection Seventh. Because said Master refused to allow said Lewis any compensation for obtaining from Cox, the notes of A. P. Horton, payable to and endorsed by Joshua Cox for $3,600, and a mortgage on real estate to secure the payment of the same.

Objection Eighth. Because said Master refused to allow said Lewis any compensation for his services, as supervisory agent of Ronald's in the Huntsville Water Works, and in superintending a conveyance of the same.

Objection Ninth. Because said Master refused to allow said Lewis any compensation for services rendered by him, in protecting said Ronalds against his acceptance of Joshua Cox's draft for $4,600, held by Abner Robinson.

Objection Tenth. Because said Master refused to allow Lewis any compensation for filing bill in Chancery against Armor.

Objection Eleventh. Because said Master refused to allow Lewis any compensation for defence of suit brought by Abner Robinson v. Ronalds, on bill of exchange for $

Objection Twelfth. Because said Master refused to allow Lewis any compensation for defending Scire Facias v. Himself as bail for Ronalds.

Objection Thirteenth. Because said Master refused to allow Lewis any compensation for advancing money, to pay the judgment in favor of Abner Robinson v. Thos. A. Ronalds.

Objection Fourteenth. Because said Master refused to allow Lewis any compensation for recovering judgment in Circuit Court of Limestone County v. A. P. Horton, on note for $900, obtained from Joshua Cox.

Objection Fifteenth. Because said Master refused to allow

Lewis any compensation for his services as agent for Ronalds, in supervising, renting, and paying taxes on the dwelling-house in Huntsville, (obtained from Cox) from the year 1826 to 1836.

Objection Sixteenth. Because said Master refused to allow Lewis any compensation for prosecuting suit in favour of Ronalds vs. Jno. P. Neale, for selling trust property.

Objection Seventeenth. Because said Master, refused to allow Lewis any compensation for recovering judgment against Joshua Cox, for rent of house for the year 1826, or for taking mortgage on Cox's household furniture to insure said rent.

Objection Eighteenth. Because said Master refused to allow postage account of moneys paid by said Lewis, on Letters from Ronalds.

S. D. CABANISS, Sol.
for J. H. LEWIS."

(Endorsed.) "Filed in my office this 18th August, 1851.
Test, B. T. MOORE, Cl'k, D. C.

And afterward, to wit, on the twelfth day of November, being a day of a Term of the District Court of the United States, for the Northern District of Alabama, begun and held at the court house in the town of Huntsville, in said District, on the second Monday in said month, (November,) in the year of our Lord, one thousand eight hundred and fifty-two, an order in said cause was made as follows, viz:

(*Order, Nov.* '52, *to continue.*)

Come the parties by their Solicitors and in the showing of said defendant. It is ordered that this cause be continued.

And afterward, to wit, on the tenth day of May, being a day of a Term of the District Court of the United States for the Northern District of Alabama, begun and held at the court house in the town of Huntsville, in said District, on the second Monday in said month (May) in the year of our Lord, one thousand eight hundred and fifty-three, was made in said cause, an ordn. as followeth: to wit,

(*Ord. at May,* '53 *to continue.*)

"On motion of said Plaintiffs, and because of the indisposition of their solicitor, it is ordered that this cause be continued."

And afterward, to wit, on the twelfth day of May, being a day of a Term of the District Court of the United States for the Northern District of Alabama, begun and held at the court house in the Town of Huntsville, in Said District, on the second Monday in said month, (May) in the year of our Lord, one thousand eight hundred and fifty-four, an order in said cause was made as followeth: to wit,

(*Order May*, 1854, *submitting cause on objections and exceptions, &c.*)

"Come, the parties by their solicitors, and this cause is, by earnest submitted to the Court, on the objections and exceptions of the Plaintiff's, and on the objections of the Defendant to the Master's Report, for consideration and examination in vacation, and by consent, It is ordered that the decree of said Judge made in vacation, shall be entered in vacation, as of this Term."

And afterward, to wit, on the sixteenth day of May, being a day of a Term of the District Court of the United States for the Northern District of Alabama, begun and held at the Court House in the Town of Huntsville, in said District, in the second Monday in said month, (May) in the year of our Lord one thousand eight hundred and fifty-four, a decree in said cause was made as followeth, to wit,

(*Final Decree at May*, 1855.)

"This cause having been under the consideration of the Court in vacation by consent, the Court now have, under the following decree: The controversy between these parties originated, in an order of this Court, at its November Term, 1848, and is as follows: Come the parties by their solicitors and by their consent, It is ordered by the Court, that all matters of account between John H. Lewis, Esq., and his late client, Thos. A. Ronalds, dec'd, and between the said John H. Lewis and the said John D. Wolfe, Executor, and Maria D. L. Ronalds, Executrix, of the last Will and Testament of the said Thos. A. Ronalds, dec'd, be referred to the Master in Chancery, and it is further ordered that the said Master report a statement of his proceedings relative thereto to the next Term of this Court."

From the Master's report, it appears that Lewis, for a number of years, had been the Attorney at Law for the Plaintiffs and their Testator, in his life time, in attending to, receiving and collecting sundry large demands held by them on citizens of Alabama. In the case of these Plaintiffs against Bartley Cox, a decree in Chancery had been rendered in their favor and there was then in the hands of the Marshall, or about to be collected by him, on said decree the sum of about $8000.

With the view to remove Lewis out of their way and to obtain possession of this sum, they entered a motion to remove him as their Attorney, and from this motion arose the order of reference before referred to.

The Report of the Master shows that the transactions between these parties, during a period of nearly twenty years, and including almost every matter that could be the subject of dispute, have been submitted to and examined by him. And he has accompanied his

report with a mass of evidence that could fill a volume. The evidence amounts of about 140 letters, which passed between the parties, besides numerous depositions. Both parties have filed many exceptions to the Master's Report.

The first impression which this cause cannot fail to make, is, that it is a kind of controversy, of which this Court cannot take jurisdiction. In its present form, it could not be litigated in any Court. No writ has been issued—no bill has been filed and no suit has been commenced in any form whatever. No allegations or charges are made on the one side, and no response by denial or otherwise, by the other. It is not collateral to, nor does it grow out of any case pending in this Court. The parties are engaged in a dispute as to the matters of account between them, and they come and refer them to the Court as a mere arbitrator.

From this view as a necessary consequence, the case should be stricken from the docket, but this cannot be done, because a large sum of money has been paid into Court, by its order, and it must be paid out by the same authority. An informal decree will, therefore, be made, which will not prejudice the parties in any future controversy they may have in relation to these same matters.

The Master has examined the accounts and evidence with industry and at the expense of considerable labour. His report is well drawn up and his conclusions are as nearly correct as they could be under the circumstances. I detect no material error in the account he has stated.

It is, therefore, ordered and decreed that the exceptions to the Master's report be overruled and that the said Report be confirmed.

It is further ordered, that the Marshal, who was appointed receiver pay to John H. Lewis, out of the money in his hands, as such receiver, the sum of $\$4336\frac{43}{100}$ and that he pay the balance in his hands, to wit, $\$3982\frac{85}{100}$ to Plaintiffs.

It is further ordered that the parties pay their own costs, and that the same be retained from the sums herein directed to be paid by the receiver.

And, It is further ordered, that this decree shall be without prejudice to the parties and that the same shall not be pleaded in bar in any litigation, they may have involving the same subject of dispute."

And again, on the nineteenth day of May, in the year of our Lord one thousand eight hundred and fifty-five, being a further day of the Term last aforesaid another order in said cause was made in the words following, to wit,

(*Order May*, 1855, *granting appeal.*)

Come the complainants, by their solicitors and the said John H. Lewis, by his solicitors, And on motion of said Plaintiff, an appeal in said cause to the next Term of the Southern Court of the

United States, to be held on the first Monday of December next, is granted.

(*Order presenting penalty of bond, &c.*)

And it is further ordered that the said Plaintiffs execute an appeal bond payable to the said John H. Lewis, his heirs, &c., in the penal sum of two thousand dollars, with good and sufficient security, conditioned as by law required."

And again, on the twenty-first day of May, in the year of our Lord one thousand eight hundred and fifty-five, being a further day of the Term last aforesaid, another order in said cause was made by said Court, in the words following, to wit:

(*Order May*, 1855, *that Receiver loan out money.*)

"Come the parties by their solicitors, and by their counsel, It is ordered that the Receiver loan the money in this cause, now in his hands, for the term of twelve months from this time, taking bond with good security, at eight per centum per annum."

And again, on the twenty-third day of May, in the year of our Lord, one thousand eight hundred and fifty-five, being a further day of the Term last aforesaid, another order in said cause was made, which is in the words following, to wit:

(*Order, May*, 1855, *approving Appeal Bond, &c.*)

"An appeal bond in this cause having been executed, with James Robinson and Egbert J. Jones as securities—It is ordered, that the said bond be approved, and filed in said cause."

(*The Appeal Bond.*)

"Know all men by these presents, that we, John D. Wolfe, Executor, and Maria D. L. Ronalds, Executrix of the the last Will and Testament of Thomas A. Ronalds, deceased, and James Robinson and Egbert J. Jones, are held and firmly bound unto John H. Lewis, in the penal sum of two thousand dollars, for the due payment whereof, well and truly to be made, we and each of us do bind ourselves, our heirs and executors and administrators, jointly and severally, firmly, by these presents, sealed with our seals, and dated this the twenty-first day of May, A. D. one thousand eight hundred and fifty-five.

The condition of the above obligation is such, that whereas, in a suit heretofore pending in the District Court of the United States for the Northern District of Alabama, at Huntsville, wherein said John D. Wolfe, Ex'r, and Maria D. L. Ronalds, Ex'x, of Thomas A. Ronalds, dec'd, are Plaintiffs, and Bartley Cox Defendant, a decree was rendered during the present term of this Court,

directing the payment of the sum of four thousand three hundred and thirty-six dollars and forty-two cents to John H. Lewis aforesaid, formerly Solicitor, &c., for said Plaintiffs, and the balance of the money in said Receiver's hands, to wit, three thousand nine hundred and eighty-two dollars and five cents, to said Plaintiffs; and said Plaintiffs having prayed and obtained an appeal to the next term of the Supreme Court of the United States, to be held at the City of Washington, on the first Monday in December next—

Now, if the said John D. Wolfe, Ex'r, and Maria D. L. Ronalds, Ex'x, of Thomas A. Ronalds, dec'd, shall prosecute their said appeal to effect, and pay and satisfy any judgment or decree which said Supreme Court may render against them, and pay the said John H. Lewis all such damages as he may sustain by the wrongful suing out of said appeal, then this obligation shall be null and void, else remain in full force and virtue.

JOHN D. WOLFE, [SEAL.]
By his Attorney in fact,
JAMES ROBINSON.
JAMES ROBINSON, [SEAL.]
EGB'T J. JONES, [SEAL.]"

(Endorsed,) "Filed in my office, this 21 May, 1855.
Teste, B. T. MOORE, *Clk.*"

(*Power of Attorney.*)

The Power of Attorney by virtue of which the foregoing Appeal Bond was taken.

"Know all men by these presents, that as Maria D. L. Ronalds, Executrix, and John D. Wolfe, Executor of the last Will and Testament of Thomas A. Ronalds, late of the city of New York, deceased, have made, constituted, and appointed, and by these presents, do make, constitute, and appoint James H. Thomas, of Columbia, in the State of Tennessee, our true and lawful Attorney for us, and in our name, place and stead, to demand, sue for, collect and receive, all monies, debts, demands, or claims, due or owing to the said Thomas A. Ronalds, in his lifetime, by any person or persons residing in the State of Alabama, or to us as Executors of his last Will and Testament, and for that purpose to institute all and every necessary proceeding, suit or action, and to prosecute or discontinue the same, and to compromise or compound any such debt, demand or claim; and upon such composition, or upon payment or other satisfaction of the same, full releases, discharges, and acquittances, to make, execute, and deliver, under seal or otherwise, giving and granting unto our said Attorney full power and authority to do and perform all and every act and thing whatso-

ever requisite and necessary to be done in and about the premises, as fully, to all intents and purposes, as we might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that our said Attorney or his substitute shall lawfully do or cause to be done by virtue hereof.

In witness whereof, we have hereunto set our hands and seals, this eleventh day of January, in the year of our Lord one thousand eight hundred and forty-seven.

MARIA D. L. RONALDS, [SEAL.]
JOHN D. WOLFE. [SEAL.]

Sealed and delivered in the presence of
LEWIS S. THOMAS,
JOHN ADDISON THOMAS.

STATE OF NEW YORK,
City and County of New York, ss.

On this eleventh day of January, one thousand eight hundred and forty-seven, personally appeared before me, a Commissioner appointed by the Governor of the State of Alabama, to take the acknowledgments of conveyances and other instruments, to be used in said State of Alabama, the within Maria D. L. Ronalds and John D. Wolfe, to me known to be the individuals described in and who executed the within instrument, and severally acknowledged the same to be their act and deed.

In witness whereof, I have hereunto subscribed my name, and affixed my seal of office, the day and year first above written.

LEWS S. THOMAS,
Commissioner appointed by the Governor of the State of Alabama, to take the Acknowledgment of Deeds, and other Instruments, to be used in said State of Alabama, for the State of New York."

(Endorsed.) "I, James H. Thomas, of Columbia, Tennessee, hereby nominate, substitute, and appoint James Robinson, of Huntsville, Alabama, our Attorney and substitute, with all the powers in me vested by the within power to me.

Witness my hand and seal, this 15th day of October, 1847.

JAMES H. THOMAS. [SEAL.]

Witness,
JOS. J. PITTMAN,
JOHN T. GRATMAN."

Filed 21st May, 1855.

Teste, B. T. MOORE,
Clerk, D. C."

THE UNITED STATES OF AMERICA,
Northern District of Alabama.

I, Benjamin Tyson Moore, Clerk of the District Court of the United States for the Northern District of Alabama, do hereby certify, that the above and foregoing pages, from one to two hundred and sixty-two inclusive, contain a full, true and complete transcript of the record and proceedings had in the cause in said District Court, in Chancery, wherein John D. Wolfe and Maria D. L. Ronalds, Executor and Executrix of the last Will and Testament of Thomas A. Ronalds, deceased, are Plaintiffs, and Bartley Cox is Defendant, and in which cause, upon the coming in of the report of the receipt of the amount of the final decree made in said cause, an order was made referring the matters of account between John H. Lewis, Esq., and his late client, the said Thomas A. Ronalds, deceased, and the said John H. Lewis, Esq., and the said John D. Wolfe and Maria D. L. Ronalds, Executor and Executrix of the last Will and Testament of said Thomas A. Ronalds, deceased, to the standing Master in Chancery, for his report, together with all the proceedings had in the premises, and on the report aforesaid, which are now on file in my office.

In Testimony whereof, I have hereto subscribed my name and affixed the seal of said District Court, at office in the town of Huntsville, in said District, this the thirtieth day of November, A. D. one thousand eight hundred and fifty-five, and of the Independence of the United States of America the eightieth.

B. T. MOORE,
Clerk D. C.

JOHN H. LEWIS,

To J. D. Wolfe & M. D. L. Ronalds, Ex'rs of T. A. Ronalds, Dr.

1827.			
Ap'l 16	(A.)	Cash of Armor, 2, 3, 4, 5, 6, 7, 11, 12. B, C.	$8,900 00
		Inst. 22, 3, and 14	15,871 66
May 20	(B.)	A. P. Horton's note, 1, 11, 10, 12, 15, 21. N.	600 00
		Inst. 22, 2, 10	1,065 33
Sept. 10	(C.)	Cash of M. Ronalds, adm'r, 7 ,12, 20, 32. D. 11, 13	5,703 00
		Inst. 21, 10, 20	9,986 59
Jan'y 1	(D.)	Rent of iron-works, 1826. A 6, 8, 10, 12, 13, 21, 38, 43	666 66
		Inst. 22, 7, 11, 40, 3, 15, 29	1,204 36
Sept. 1	(E.)	J. Cox's note, 21. O.	600 00
		Inst. 21, 11, 1, 12, 13. E. 11, 12, 13, 15, 16	1,052 00
1828.			
Jan'y 1	(F.)	Rent of iron-works, 1827	666 66
		Inst. 21, 7	1,151 03
" "	(G.)	Rent of house, 1827	150 00
		Inst. 21, 7	259 00
May 20	(H.)	A. P. Horton's note	1,000 00
		Inst. 21, 2, 10	1,695 56
" 23	(I.)	Whiting & McLaughlin's note, 41, 10, 12, 5, 6, 8	2,883 75
		Inst. 21, 2, 7, 13, 31, 38, 40, 43, 9, 41, (2)	4,887 95
1829.			
Jan'y 1	(J.)	Rent of iron-works, 1828. F. Ga15, 40, 44, 46, 43	800 00
		Inst. 20, 7	1,317 33
" "	(K.)	Rent of house, 1828	200 00
		Inst. 20, 7	329 33
May 20	(L.)	A. P. Horton's note	1,000 00
		Inst. 20, 2, 10	1,615 56
" 23	(M.)	Whiting & McLaughlin's note	2,883 75
		Inst. 20, 2, 7	4,657 25
1830.			
Jan'y 1	(N.)	Rent of iron-works, 1829	800 00
		Inst. 19, 7	1,253 33
" "	(O.)	Rent of house, 1829	250 00
		Inst. 19, 7	391 66

1830.			
Mc'h 22	(P.)	Failure to resist Robinson's claim, and then to collect of B. Cox money pd. Robinson, 16, 19, 21, 2, 4, 5, 6, 10, 15, 26, 29. P. - - - -	$2,014 00
		Inst. 19, 4, 8 - - - -	3,118 56
May 20	(R.)	A. P. Horton's note - - - -	1,000 00
		Inst. 19, 2, 10 - - - -	1,535 56
1830.			
May 23	(S.)	Whiting & McLaughlin's note - -	2,883 75
		Inst. 19, 2, 7 - - - -	4,426 55
Mc'h 22	(T.)	Your dft. fav. Toland, 28, 32 - -	507 50
		Inst. 19, 2, 7 - - - -	785 83
1831.			
Jan'y 1	(A 1.)	Rent of house, 1830 - - - -	250 00
		Inst. 18, 7 - - - -	371 66
" "	(B 1.)	Rent of iron-works, 1830 - - -	800 00
		Inst. 18, 7 - - - -	1,189 33
Ap'l 29	(C 1.)	Dft. favor Codman 363 40 34	
		" " Rogers et al. 298 49 "	
		" " Kendall 144 49 36	
		" " Whiteman 98 54 "	904 98
		Inst. 18, 3 - - - -	1,321 11
Aug. 28	(D 1.)	Dft. fav. Jaffray & Crane, 37 - -	500 00
		Inst. 17, 11, 2 - - - -	716 80
1832.			
Jan'y 1	(E 1.)	Rent of house, 1831. 34 - - -	250 00
		Inst. 17, 7 - - - -	351 66
" "	(F 1.)	Rent of iron-works, 1831 - - -	800 00
		Inst. 17, 7 - - - -	1,125 33
1833.			
Jan'y 1	(G 1.)	Rent of house 1832, 40 - - -	250 00
		Inst. 16, 7 - - - -	331 66
" "	(H 1.)	Rent of iron-works, 1832 - - -	800 00
		Inst. 16, 7 - - - -	1,061 33
" "	(I 1.)	Rent of water-works, 1832, 29, 35, 44. H, I, J. - - - -	650 00
		Inst. 16, 7, 28, 12, 40, 34 - -	862 33
1834.			
Jan'y 1	(J 1.)	Rent of house, 1833, 34, 40, 45 -	250 00
		Inst. 15, 7 - - - -	311 66
" "	(K 1.)	Rent of iron-works, 1833 - - -	200 00
		Inst. 15, 7 - - - -	249 33
" "	(L 1.)	Rent of water-works, 1853 - -	650 00
		Inst. 15, 7 - - - -	841 50
Aug. 12	(M 1.)	Cash of B. Cox, mortgage - -	600 00
		Inst. 14, 11, 18 - - - -	702 66

1855.			
Jan'y 1	(N 1.)	Rent of house, 1834	$250 00
		Inst. 14, 7	291 66
" "	(O 1.)	Rent of water-works, 1834	650 00
		Inst. 14, 7	758 83
1835.			
Jan'y 1	(P 1.)	Rent of iron-works, 1854	200 00
		Inst. 14, 7	233 33
May 4	(R 1.)	Cash of B. Cox, mortgage	1,500 00
		Inst. 14, 2, 26	1,708 66
1836.			
Jan'y 1	(S 1.)	Cash of Rice, 53	3,000 00
		Inst. 13, 7	3,260 00
" "	(T 1.)	Rent of house, 1835	250 00
		Inst. 13, 7	271 66
" "	(A 2.)	Rent of water-works, 1835	650 00
		Inst. 13, 7	702 33
" "	(B 2.)	Rent of iron-works, 1835	200 00
		Inst. 13, 7	217 33
Nov. 15	(C 2.)	Cash of B. Cox, mortgage; 71, 61	3,000 00
		Inst. 12, 8, 15	3,050 00
1837.			
Jan'y 1	(D 2.)	Cash of Rice 53	1,620 00
		Inst. 12, 7	1,630 80
" "	(E 2.)	Rent of iron-works, 1836	200 00
		Inst. 12, 7	201 33
Dec'r 21	(F 2.)	Cash of B. Cox, mortgage	120 00
		Inst. 11, 7, 9	111 46
1838.			
Jan'y 1	(G 2.)	Rent of iron-works, 1837	200 00
		Inst. 11, 7	185 33
" "	(H 2.)	Cash of Rice, 53	1,740 00
		Inst. 11, 7	1,612 40
1839.			
Jan'y 1	(I 2.)	Rent of iron-works, 1838	200 00
		Inst. 10, 7	169 33
Oct. 9	(J 2.)	Cash of B. Cox, mortgage; 65	3,562 72
		Inst. 9, 9, 21	2,795 47
Dec'r 11	(K 2.)	Cash of B. Cox, mortgage; 67	600 00
		Inst. 9, 7, 19	462 53
1840.			
Jan'y 1	(L 2.)	Rent of iron-works, 1839	200 00
		Inst. 9, 7	153 33
1841.			
Jan'y 1	(M 2.)	Rent of iron-works, 1840	200 00
		Inst. 8, 7	137 33

1842.			
Jan'y 1 (N 2.)	Rent of iron-works, 1841 - - -		$200 00
	Inst. 7, 7 - - - - - -		121 33
1843.			
Jan'y 1 (O 2.)	Rent of iron-works, 1842 - - -		200 00
	Inst. 6, 7 - - - - - -		105 33
1844.			
Jan'y 1 (P. 2.)	Rent of iron-works, 1843 - - -		200 00
	Inst. 5, 7 - - - - - -		89 33
June 10 (R 2.)	Cash of B. Cox, mortgage; 71. K -		1,075 72
	Inst. 5, 1, 20 - - - -		442 89
Sept. 12 (S 2.)	Cash of B. Cox, mortgage; 72 K. -		881 99
	Inst. 4, 10, 18 - - - -		344 90
Dec'r 9 (T 2.)	Cash of Thomas. Ls. ap. M. - -		500 00
	Inst. 4, 7, 21 - - - -		185 55
1845.			
Jan'y 1 (A 3.)	Rent of iron-works, 1844 - - -		200 00
	Inst. 4, 7 - - - - - -		73 33
Ap'l 10 (B 3.)	Cash of B. Cox, mortgage. K. -		404 00
	Inst. 4, 3, 20 - - - -		139 16
Aug. 24 (C 3.)	Cash of B. Cox, mortgage. K. -		500 00
	Inst. 3, 11, 6 - - - -		157 32

CR.

1827.			
Sept. 10	By fee in case vs. M. Ronalds's adm'r - -	$285 15	
	Inst. 21 yrs., 10 m. & 20 days - - -	499 27	
Dec'r 23	" La. Bank c eck, 15, 15	281 84	
	Inst. 21, 7, 7 - -	486 90	
" "	" Maddox's bill, 14, 16 -	779 16	
	Inst. 21, 7, 7 - -	1,327 28	
1828.			
Aug. 10	" Patton's bill, 18, 19, -	1,188 00	
	Inst. 20, 11, 20 -	1,993 20	
Dec'r 14	" Lour's bill, 20 - -	277 75	
	Inst. 20, 7, 16 -	456 49	
" "	" Mastin's bill, 20 - -	236 87	
	Inst. 20, 7, 16 - -	385 88	
	" Yeatman & Kent's bill, 20 - - -	450 00	
	Inst. 20, 7, 15 - -	742 50	
	" Maddox's bill - -	1,800 00	
	Inst. 20, 7, 15 - -	2,970 00	
1831.			
Ap'l 8	" Lindsays' bill, 25, 33 -	900 00	
	Inst. 18, 3, 22 - -	1,318 46	

1840.			
Ap'l 10	By Ditto's bill, 68 - -	$480 00	
	Inst. 9, 3, 20 - -	357 33	
1844.			
June 10	" Your bill, 71 - -	1,059 22	
	Inst. 5, 1, 20, - -	435 37	
Sept. 12	" Martin Pleasant's&Co's bill, 82 - -	873 00	
	Inst. 4, 10, 18 - -	341 05	
			19,924 66

THE UNITED STATES OF AMERICA,
Northern district of Alabama.

I, Benjamin T. Moore, clerk of the district court of the United States for the northern district of Alabama, certify that the above and foregoing pages of this sheet contain a full, true and complete transcript of the account in favor of J. D. Wolfe and M. D. L. Ronalds, ex'r & ex'x, &c., of Thomas A. Ronalds, dec'd, vs. John H. Lewis, filed in the cause commenced in said court in the name of said ex'r & ex'x against Bartley Cox, and in which the matters of account between the said Thomas A. Ronalds and John H. Lewis, and between the said Thomas A. Ronalds's ex'r & ex'x and the said John H. Lewis, were referred to the master in chancery, and which has been taken by appeal, and is now pending in the Supreme Court of the United States.

In testimony whereof, I hereto subscribe my name and affix the seal of said district court, at office, in the town of [SEAL.] Huntsville, this the first day of January, A. D. one thousand eight hundred and fifty-seven, and of the independence of the United States of America the eighty-first.

B. T. MOORE, *Clerk D. C.*

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